

**Professional**

**Agreement**

**between**

**OREGON NURSES ASSOCIATION**

**and**

**SAINT ALPHONSUS MEDICAL CENTER - ONTARIO**

**November 19, 2014 through June 30, 2017**

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## **AGREEMENT**

THIS AGREEMENT is entered into by and between Saint Alphonus Medical Center - Ontario, hereinafter referred to as "Hospital" and the Oregon Nurses Association, Inc., hereinafter referred to as "Association."

The intent of this agreement is to set forth a mutually agreed working relationship between Saint Alphonus Medical Center – Ontario and the Registered Nurses with respect to wages, hours of service, general conditions of employment, and lines of communication. The common objective of the Hospital and the Registered Nurse is delivery of superior patient care, harmoniously obtained and consistently maintained.

### **ARTICLE 1 – RECOGNITION AND MEMBERSHIP**

Section 1.1. The Hospital recognizes the Association as the collective bargaining representative of Registered Nurses performing patient care duties in the Hospital with respect to wages, hours, and working conditions. Registered nurses working in the positions of Educator, Infection Control, Risk Manager; Case Manager/UR Clinical Documentation Specialist; Clinical Resource Coordinator; Registered Nurses working as temporary casuals or traveler nurses; guards, supervisors, administrative personnel; and all other employees are excluded from the bargaining unit.

Section 1.2. This recognition is limited to Hospital operations currently at 351 SW 9th Street, Ontario, Oregon, and does not apply to nurses working in physicians offices, hospice or any other present or future operations of the Hospital.

Section 1.3. This recognition shall not be interpreted to limit non-bargaining unit RNs from performing work also performed by RNs in the bargaining unit.

#### Section 1.4.

a. Membership or Fair Share Obligation. If a bargaining unit nurse fails to exercise one of the options described below for non-membership, the nurse shall have sixty (60) calendar days following the date of employment within which to join the ONA or commit contractually to pay to the ONA the equivalent of union dues as a fair share contribution. A nurse who has not effectively opted out or committed to payments to the ONA may thereafter, on demand of the ONA, be terminated by the Hospital.

b. Opt-Out Options.

1. New Hires. Nurses hired into the bargaining unit after the date of ratification of this contract, may opt out of membership or fair share contribution by written notice to the ONA, by certified mail post-marked within 45 calendar days from the date of the nurse's employment indicating the nurse's decision not to join or pay fair share to the ONA. A nurse who fails to opt-out by the process described will have 15 calendar days from the last date of the 45-day opt-out period to join the ONA or commit contractually to pay to the ONA the equivalent of union dues as a fair-share contribution. A nurse who has not effectively opted out or committed to payments to the ONA may thereafter, on demand of the ONA, be terminated by the Hospital.

2. Annual Anniversary Date Option. Any bargaining unit nurse who has previously become a member of the Association or agreed to pay fair share may opt out of membership or the obligation to pay fair share by providing written notice to the ONA by certified mail postmarked within 30 calendar days prior to any of the nurse's subsequent anniversary dates of employment. Any nurse who fails to opt-out by this process must remain a member of the ONA or committed contractually to pay to the ONA the equivalent of union dues as a fair share contribution. Failure to do so may result in the nurse, on demand of the ONA, being terminated by the Hospital.

Nurses shall provide the HR Department of the Hospital a copy of the opt-out notice sent to the ONA by any type of mail or delivery.

c. Religious Alternative for Nurses Who Have Not Opted Out.

Bargaining unit nurses who as a result of their membership in a religious body which holds a bona fide teaching tenet contrary to ONA membership, who do not opt out of the membership or fair-share obligation otherwise in place, may make payment in lieu of the Association's regular membership dues to a non-religious charity mutually agreed upon by the nurse and the Association. It is agreed by the ONA that one acceptable charitable option is the Saint Alphonsus Medical Center Foundation, if designated by the nurse. Such payments are to be made on a regular monthly basis or in advance, and receipts are to be sent to the ONA. To be eligible for the exemption described herein, the nurse must provide



a letter to the Association signed by a leader of the church or religious body to which the nurse belongs stating:

Contributions to organizations such as the Association are in conflict with tenets or teachings of the church or religious body to which the nurse belongs.

d. Termination and Indemnity. Any nurse who fails to comply with the membership or fair-share obligation who has not provided a notice of election to opt out of such obligation under the terms above may by written notice from the Association to the nurse, with a copy to the Hospital, be given 14 calendar days' notice of termination. The Association shall indemnify, defend, and hold the Hospital harmless from all claims, demands, suits, and other liability that may arise out of or by reason of action taken by the Hospital for the purpose of complying with any provision of this Section 4.

Section 1.5. Lists. Within thirty (30) days after this Agreement becomes effective, and monthly thereafter, the Association will be given a master list of RNs currently employed by the Hospital. The list will include: the RN's name, address, phone number, date of birth, and RN license number, as reflected in Hospital records; department; classification; and date of hire as a RN. Beginning with the first month after the master list is provided, and monthly thereafter, the Hospital will provide the Association and the bargaining unit chairperson with a supplemental list containing the same information requested above of any newly hired, terminated or retired RN. In addition, the Hospital will provide the Association with written notice of any/all new non-bargaining unit positions for which an RN license is required or preferred, including a copy of the new job title and description of the new position. Such notice will be provided to the ONA within twenty-four hours of posting the new position.

Section 1.6. Association Dues. During the term of this Agreement, the Employer shall deduct Association dues and/or agency fees from the pay of each member of the Association who voluntarily executes a wage assignment form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Such deductions shall be made monthly and remitted to the Association with a list of nurses from whom the deductions were made. Deductions will be properly transmitted to the Association by check payable to its order. Upon issuance and transmission of a check

to the Association, the Employer's responsibility shall cease with respect to such deduction. The Association and each employee authorizing the assignment of wages for the payment of Association dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from wages of such employee. Any changes in the calculation of dues deducted under this Section must be within Saint Alphonse – Ontario's existing payroll system capabilities.

Section 1.7. Printing and Distribution of Agreement. The Association shall provide a copy of the Agreement to each bargaining unit RN and each nursing unit. The Hospital may purchase additional copies for administrative use from the ONA at a cost of \$5.00 per copy.

## **ARTICLE 2 – EQUALITY OF OPPORTUNITY IN EMPLOYMENT**

Section 2.1. The Hospital shall not discriminate against any employee on account of membership in, or activities for, the Association. Nurses shall not conduct Association business in patient care areas nor during hours of work excluding lunch and break periods taken in non-patient care areas, unless by mutual agreement of management.

Section 2.2. The provisions of this Agreement shall be applied without regard to race, religion, color, age, gender, national origin, sexual orientation and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Association will cooperate with the Hospital's policy of nondiscrimination in all aspects of employment.

Section 2.3. The Hospital shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All RNs should report harassment perceived to violate the Hospital's policy to management immediately. Retaliation against a nurse for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

Section 2.4. All references to "employees" or "nurses" in this Agreement shall be interpreted to designate both sexes, and whenever the female gender is used alone, it shall be interpreted to include male and female employees.

### **ARTICLE 3 – DEFINITIONS**

Section 3.1. Full-Time Nurse. A nurse who is regularly scheduled at least 64 hours in a 14-day pay period. Effective January 1, 2016, this will change to a nurse who is regularly scheduled at least 72 hours in a 14-day period, except as provided in the Letter of Agreement entitled “Nurses Who Will Maintain Full-Time Status.”

Section 3.2. Part-Time Nurse. A nurse who is regularly scheduled at least 48 hours in a 14-day pay period. Effective January 1, 2016, this will change to a nurse who is regularly scheduled at least 32 hours in a 14-day period.

Section 3.3. PRN. A nurse who is scheduled on an intermittent or casual basis, often fewer than 48 hours in a 14-day period. Effective January 1, 2016, this will change to fewer than 32 hours in a 14-day period. Such nurses shall not be eligible for either purchased or accrued benefits. Before the schedule is posted, each Nurse Manager will indicate to the PRN Nurse which shifts are available in the following schedule. A PRN Nurse will normally be expected to be available to work at least forty-eight (48) hours every three (3) months to retain status as a PRN. As part of the overall work required, at least one (1) weekend shift in a three (3) month period shall be worked if requested by the Hospital. The PRN Nurse must be available to work on one of the following holidays each year: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Years. Low-census days and/or low census/on-call days shall count as days worked for purposes of this section. In periods of prolonged low census, when the Hospital is unable to schedule a PRN Nurse in days he/she is available to work, the minimum hours worked may be waived by the Hospital. For purposes of the three-month reference period set forth above, these hours will be tracked quarterly as the three month periods fall within the calendar year, provided that each tracking period will begin the first full payroll period beginning in that quarter.

If an RN changes from regularly scheduled status to PRN status within a quarter, the PRN hours will be calculated from the date of the RN's first PRN shift for purposes of the extra shift pay provided under Section 8 of Appendix A.

Section 3.4. Temporary RN. A nurse who is employed for a specific period of time, not to exceed twenty-six (26) consecutive weeks. It is understood that temporary nurses are excluded from the bargaining unit and ONA representation. Temporary nurses shall not be eligible for either purchased or accrued benefits. If the temporary nurse is hired as a regular employee, and satisfactorily completes the probation period, the nurse's date of hire and seniority date shall be that date which the nurse was last hired as a temporary nurse if there has been no break in the nurse's temporary employment.

Section 3.5. Agency and Traveler Nurses. Except in circumstances where the Hospital has needed to contract for an Agency/Traveler Nurse to temporarily fill a position vacated because another nurse is on a protected leave with return rights, if an Agency Nurse is assigned duties for longer than thirteen (13) consecutive weeks, that position will be re-posted according to Article 6, for all nurses to bid on if it has not remained posted before extension of the Agency Nurse beyond the initial thirteen (13) weeks. If no qualified applicants apply for the position in response to the posting, the Agency/Traveler Nurse may be extended for up to another thirteen (13) consecutive weeks.

#### **ARTICLE 4 – HOURS OF WORK AND PAY PRACTICES**

Section 4.1. Workweek. The basic workweek shall be 40 hours in the seven-day period from Sunday through Saturday.

Section 4.2. Pay Practices and Pay Period. The Hospital will continue to operate under a pay period of 14 calendar days. Nurses will be paid according to the pay policies set forth in Appendix A.

Section 4.3. Workday. The workday is defined as the 24-hour period beginning at the time the nurse commences work.

Section 4.4. Base Rate and Regular Rate. The first 40 hours of the workweek are straight time. A nurse's straight-time rate of pay shall be the nurse's base rate of pay from Appendix A excluding any shift differentials or premium pay. A nurse's regular rate of pay shall be as defined in the Fair Labor Standards Act.

Section 4.5. Overtime. RNs shall be paid time and one-half his/her regular rate of pay for any work time over 40 hours in one workweek (the seven-day period from Sunday through Saturday). Work time is defined as time, which must be recorded and paid, and is time authorized for required attendance. This includes regular hours worked, callback hours worked at regular rate, mandatory (required) education, and orientation. Hours which are not included as hours worked for purposes of calculating overtime include PTO hours, low census, standby hours, and callback hours worked at premium rates. Hours which are paid for jury duty will not be included as hours worked for overtime calculation purposes, nor will they be counted as a working shift. Employees shall not work overtime without approval from a supervisor. In a patient care emergency (such as a code), when a nurse cannot obtain advance authorization, the nurse will notify his/her supervisor as soon as possible of the overtime work and will have the overtime work initialed on her time card by a supervisor.

Section 4.6. Holiday Pay. All RNs in the unit shall receive time and one-half her regular base rate of pay when required to work on a holiday. Recognized holidays, for purposes of pay, shall be the following six holidays:

Christmas Eve/Christmas (December 24) from 19:00 through December 25 except if the noon to midnight shift is re-established in the ED, the time for this shift will be Christmas Eve/Christmas (December 24) 17:00 through December 25.

New Years Day – January 1st

Independence Day – July 4<sup>th</sup>

Thanksgiving Day

Memorial Day

Labor Day

The day within which the majority of the hours of the scheduled shift falls shall be considered the day of the shift for holiday premium pay.

Section 4.7. Low Census Call. A nurse who has been scheduled for a shift who is notified prior to the shift not to report to work as scheduled or who is sent home after the beginning of a scheduled shift may be placed on call for low census during the scheduled shift and may be required to report to work should the work load change. A nurse placed on call for low census will be paid the standby call rate set forth in Appendix A for hours spent on call for low census. In addition, if required to report to work from this call status, the nurse shall be paid time and one-half the nurse's base rate of pay plus any applicable shift differential with a minimum of two hours at such rate for hours worked, except that premium pay will stop when the nurse's previously scheduled shift starts.

If a nurse is placed on call prior to her shift beginning, and is subsequently called in to work before the shift actually starts, the nurse shall be paid straight time commencing with the beginning of the shift regardless of when the nurse actually starts work, so long as the nurse reports within thirty (30) minutes. If the nurse requires more than 30 minutes to report, pay for the shift will begin 30 minutes prior to when the nurse actually reports.

This provision does not apply to situations where the RN has been placed on low census on-call prior to the beginning of the shift and directed to report to work at a later time.

Section 4.8. Mandatory Scheduled Call for Closed Units. Although not scheduled for regular duty, a nurse may be scheduled to be on mandatory call to be available to report to work when notified. A nurse on scheduled mandatory call will be paid the standby call rate specified in Appendix A for all time spent in such status.

These additional conditions shall apply as described in the administration of scheduled call:

a. A nurse reporting to work from scheduled call shall receive time and one-half the nurse's base hourly rate plus any applicable shift differential with a minimum of two hours of pay at this premium rate for all hours worked, except that premium pay will stop when the nurse's previously scheduled shift starts.

b. Obstetrical Services Call. All RNs assigned to work in the Obstetrical Unit at the Hospital will be required to take mandatory call. This call time is usually a total of eight (8)

hours of on-call per week. However, this time may need to fluctuate depending on number of positions vacant, new scheduling or staff patterns, changes in practice patterns in the future (i.e. OB doing their own C-sections). When changes are needed to the call schedule current patterns, the Patient Care Manager will discuss these proposed changes with the Unit Council and solicit feedback to the plan. Once that communication has been accomplished, the manager will then notify the rest of the unit members of the proposed changes and will solicit feedback for 14 calendar days. The manager will make a good faith attempt to make appropriate accommodations to the suggestions and will then post the changes. Sign up for call will be managed by a voluntary sign-up sheet on a first-come-first-served basis by the RNs on the unit. A new sign-up sheet will be posted with each draft schedule. Any call shifts not filled with volunteers within two weeks after the voluntary sign-up sheet is posted will be assigned by the manager or scheduler and included in the final schedule. Once the schedule is finalized, it becomes the responsibility of the RNs to find replacements for their own needs to change the schedule. Unit staff will cover their own unit for sick calls and absences. This will be done with mandatory call if needed. Call shifts may be covered in four hour blocks as long as coverage for the entire shift is arranged. The assignment of call shifts will be according to staffing needs. Attempts will be made to keep the 12 hour day shift RN call schedule to no more than two (2) twelve hour weekend call shifts per schedule, recognizing this goal may not always be achievable especially in a closed unit. Time recorded for the purposes of pay will be done per pay policies of the Hospital.

Section 4.9. Non-Mandatory Requested Call. A nurse may be requested to be "on call" for hours s/he has not been scheduled to work. These situations may arise either when a nurse agrees to be on call for hours in addition to those hours for which s/he was regularly scheduled, or to be available to report if needed when s/he has not previously been scheduled to work. A nurse who agrees to be on call for possible assignment will receive the standby rate of pay set forth in Appendix A for all time spent in such status. In addition, a nurse reporting to work from such non-mandatory call shall receive time and one-half the nurse's base hourly rate plus any applicable shift differential for all hours worked with a minimum of two hours of pay at this premium rate, except that premium pay will stop when the nurse's previously scheduled shift starts.

Section 4.10. No Pyramiding. Hours paid at an overtime premium shall not be duplicated or pyramided; i.e., the overtime rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only one and one-half times the regular hourly rate.

Section 4.11. Rest and Meal Periods. A 15 minute rest period approximately in the middle of each four hour work period will be taken by a nurse, but may be altered as patient needs require. (For example, nurses working eight (8) and ten (10) hour shifts will receive two 15 minute rest periods; nurses working a twelve (12) hour shift are entitled to three 15 minute rest periods.) A meal period of at least 30 minutes (unpaid and on own time) shall be scheduled no later than five hours after the work shift begins. Nurses working less than five hours are not entitled to a meal break.

It is understood that, absent a bona fide emergency (i.e., a code), the meal period is to be uninterrupted. Nurses normally will not be required to remain on the unit during the meal period. If the nurse performs any tasks related to patient care as directed by a supervisor during the meal period, it is considered interrupted and the nurse will be paid for the meal period. As workloads allow, other shift nurses and management will assist nurses in arranging appropriate coverage in order to receive a meal period. It is the responsibility of the nurse, other nurses, and nurse managers on duty to reasonably coordinate rest and meal breaks. A nurse who believes s/he is entitled to pay for an interrupted meal period must report the incident to his/her manager and record the incident on his/her time card by the end of the shift.

Section 4.12. Weekend Scheduling. RNs (part-time and full-time) working in 24 hour patient care units are responsible to work 26 weekends a year. Where possible, these weekends will be every other weekend.

Section 4.13. Posting and Changing Schedules. Nurses will have access to their schedules in each patient care area or through the staffing office. The posted schedules will cover a four-week period. The effective date of the schedule will be the date the schedule starts. A tentative or "draft" schedule will be posted at least seven weeks prior to the effective date; and the final schedule will be posted three weeks prior to the effective date. To accommodate the staff requests for time off during special holiday



seasons such as Thanksgiving, Christmas and New Years, draft schedules may be posted several months in advance. Schedules posted on Monday are deemed to have been posted the prior calendar day, for the purposes of the posting periods described above.

A nurse requesting a change in a final posted schedule will be responsible for arranging alternative coverage for his/her scheduled shift, except in unanticipated situations of illness or personal emergency. In arranging such alternative coverage, nurses will consider appropriate skill level, licensure mix and cost (i.e., possible overtime). Such arrangements for coverage will be effective upon approval of the unit manager or house supervisor, which shall not be unreasonably withheld. In situations of illness or personal emergency, where possible, the nurse will provide the unit manager or house supervisor at least two (2) hours prior notice that the nurse will be unable to work a scheduled shift. In addition, RNs on regularly scheduled vacation will not be expected to take call; however, RNs who arrange time off by arranging a replacement for their scheduled hours will also arrange for a replacement to cover their call responsibility.

A nurse desiring to alter a posted draft schedule is expected to notify the unit Patient Care Manager, or designee, and any nurse directly affected by the proposed alteration of the draft schedule. Once the final schedule is posted, changes cannot be made without the consent of the Patient Care Manager or designee, as well as the affected nurse(s). It is understood that the Hospital retains the right to deny vacation requests in special situations where the request would jeopardize the quality of patient care. It is further understood that in unexpected staffing emergencies resulting, for example, from multiple employee resignations or terminations, unexpected leaves of absence, or unanticipated patient care emergencies, the Hospital maintains the right to re-post a schedule which may alter previously scheduled time off. Such alteration will not occur without first considering opportunities to fill the unexpected staffing emergencies with other sources of staff such as per diem, cross-trained, agency, or other nurses who have not previously been granted time off.

It will not be a violation of the contract scheduling procedures for staff nurses designated and approved by the Patient Care Manager to generate preliminary drafts of work schedules where such procedures have been implemented and maintained by an

operating group in the bargaining unit with the approval of Vice President of Patient Care Services.

Section 4.14. PTO (Vacation) Scheduling. Vacation requests for scheduled PTO of five (5) or more consecutive days will be considered in part according to the time and date they are submitted to management on a vacation request form, recognizing that vacation requested for holiday periods will be rotated equitably on a departmental basis. Request forms will be submitted to the staffing office Monday through Friday between 9 a.m. and 5 p.m., provided that requests submitted outside those hours will be dated the next closest date to the staffing office hours. Nurses are encouraged to submit such written requests no more than six (6) months or less than eight (8) weeks in advance of the effective date of the affected schedule. Within seven (7) calendar days of their submission, nurses shall receive a copy of the written request forms with the date of receipt by the staffing office.

The Hospital's response to such vacation requests will be communicated with the posting of the draft schedule at least seven (7) weeks prior to the effective date of the schedule. In the event two (2) or more nurses request the same period of time off, the Hospital will seek to accommodate the requests. If, however, multiple requests cannot be accommodated for staffing purposes, the senior nurse shall be given preference. However, the senior nurse cannot exercise this preference more than once during the term of the labor agreement. Requests submitted after the posting of the draft schedule will be accommodated as possible; however, a nurse may not use seniority in order to secure a request submitted after the posting of the draft schedule. Nurses who submit vacation requests after the posting of the final schedule will be required to secure their own qualified replacement. At least one vacation request per shift per nursing unit will be approved. In considering vacation requests, it is understood that management will consider skill mix and staffing availability.

Requests for individual days off (less than five consecutive days) will be submitted at least five (5) weeks prior to the effective date of the Hospital schedule in which the requested day off would fall. The Hospital's response to such requests will be communicated when the final schedule is posted at least three (3) weeks prior to the effective date of the schedule.

Section 4.15. Reporting Pay. RNs reporting to work for a regularly scheduled shift (other than situations covered by Section 7 (Low Census Call), Section 8 (Mandatory Scheduled Call), or Section 9 (Non-Mandatory Requested Call)) shall receive a minimum guarantee of two (2) hours work or pay at the nurse's regular rate of pay.

Section 4.16. Reclassification of PRN and Part-Time RNs. A part-time or PRN nurse may request review of her status for the purpose of changing classification status. The nurse will be reclassified if the Human Resources Department determines that the hours worked or scheduled by the nurse during the previous six (6) months meet the definition of a part-time or full-time nurse and such hours of work are expected to continue.

Section 4.17. Job Sharing. The parties recognize job sharing as a potential tool in adapting work opportunities in the bargaining unit to the professional goals of RNs on a case-by-case basis. Nurses in a particular department may propose to nursing management the possibility of a job-sharing arrangement. Before such an arrangement may be finalized, the parties immediately involved will reduce to writing confirmation of the job-sharing which they have arranged.

The parties also recognize that job sharing is a tool that may continue to be used (along with other scheduling adjustments, such as shift length or availability and re-posting positions) to encourage RNs who want to decrease their work commitment to remain a part of the Hospital's regular staffing resources.

The hospital's response to such proposals shall depend upon management's assessment of: the relative professional competencies and professional experience of the proposing RNs; and the specific professional expectations of the job involved. It is understood that the benefit status resulting during a job share for each nurse will be determined solely by each individual nurse's eligibility under the benefit standards in place. It is also understood that each participating nurse will be expected to continue to meet the competency and training requirements as established and maintained for other bargaining unit nurses. It is understood that job sharing is a special arrangement to be evaluated and maintained on a case-by-case basis. If either of the participating nurses or the hospital determines that continuation of an established job-sharing arrangement is

no longer suitable, the arrangement may be terminated effective on not less than 14 calendar days prior written notice.

If the arrangement is terminated as a result of one of the nurse participants resigning from employment, the position hours previously shared may be covered by the remaining nurse partner until such time as the remaining nurse partner terminates the position or submits another job-sharing arrangement with a new nurse partner, or the arrangement is otherwise terminated under this Section.

A copy of any job-sharing agreement, as well as copies of any notice terminating such an agreement, will be mailed to the Association.

Section 4.18. Shift Rotation. The parties recognize that scheduling practices and needs, including the possibility of rotating shifts, may vary among nursing units. In units which utilize rotating shifts, but no more than three (3) rotating positions will be posted and held per shift in a nursing unit at any one time. A nurse that is assigned to rotate from the night shift to the day shift shall be paid the night shift differential for all hours worked while assigned the rotation to day shift. Seniority will be a key factor in determining which nurses may bid out of the rotating position. Management will attempt to employ any rotating schedules in a manner that accommodates the scheduling desires of the affected nurses, recognizing that management ultimately remains responsible for maintaining adequate staffing.

Rotation of shifts normally will be limited to covering temporary shortages or vacancies in the schedule where other staffing options are not available. Each temporary shortage will be treated as a separate occurrence. The parties recognize that rotation of shifts absent such situations is not the routinely desired staffing arrangement. When such temporary shortages or vacancies occur, management will first attempt to cover the shortages with volunteers, appropriately cross-trained nurses or PRN staff. In each occurrence when a shortage or vacancy persists despite these efforts, designated rotating nurses (as described in the paragraph above) will rotate into the shortage or vacancy in rotating order starting with the lowest seniority within the patient care unit. It is a goal that ordinarily no one nurse will be rotated for more than eight (8) weeks at a time before another nurse is rotated, unless a longer or shorter period is mutually

agreed to by the rotating nurse and the department manager. Such rotation shall continue until other volunteers or per-diem staff are scheduled or the shortage or vacancy ends.

Section 4.19. Temporary Assignments/Supervisory Assignment. A nurse may, with the nurse's consent, be assigned temporarily to a non-bargaining unit supervisory and/or management position. When a temporary assignment occurs, the nurse shall be compensated for such work at the nurse's current hourly rate of pay plus ten percent (10%) for the period of the interim assignment. In those cases where bargaining nurses are performing some duties that may be construed as supervisory, the parties agree that such employees on interim assignment shall not be challenged as being covered by this Agreement although it remains understood that supervisors are not included in the bargaining unit. These temporary assignments shall be confirmed in writing.

## **ARTICLE 5 – EMPLOYMENT STATUS**

Section 5.1. Probationary Period. The probationary period for a newly hired nurse shall be 90 calendar days from the first day of orientation. A nurse on probationary status may be terminated at-will by the Hospital without recourse to the grievance procedure. This probationary period may be extended up to 90 additional calendar days at the Hospital's discretion by written notice to the nurse sent before the expiration of the initial 90 calendar day period. If a nurse's probationary period is extended, a work plan shall be prepared before the end of the initial probationary period to help the nurse meet any deficiencies.

Section 5.2. Personnel Files. In the presence of a Hospital representative, a nurse may inspect items in his/her personnel files since his/her date of employment. If the nurse requests one copy of any material from the file, such copy shall be provided at the Hospital's cost.

Nurses shall be furnished one copy of any disciplinary action, evaluation, review of performance expectations or educational development plan written for inclusion in their files which is critical of the nurse's conduct or work performance. Nurses shall sign an acknowledgement of receipt of such material. Such signature does not necessarily indicate agreement with the content of the document.

Nurses may, within fourteen calendar days of the acknowledgment, submit to Human Resources a written response to such material for possible inclusion in the nurse's files, consisting normally of not more than two pages in total. The Hospital retains the right to delete from any submitted material items which a reasonably prudent person would find to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such deleted material shall be returned to the nurse with a copy to the ONA Labor Relations Representative. Within fourteen (14) calendar days of the mailing, the nurse may submit revised material for possible inclusion in the personnel file after consultation and review by the ONA representative. The Hospital may also delete from such resubmitted material items which a reasonably prudent person would find to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such rejected material shall be returned to the nurse.

A nurse shall have the opportunity to have a statement included in his or his/her personnel file within twelve (12) months after the administration of a prior disciplinary action. The Hospital, upon request from the nurse, will review the nurse's performance related to the original disciplinary action and include a written statement addressing the nurse's success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in his or her personnel file.

Section 5.3. Notice of Termination by the Nurse. Nurses shall give the Hospital not less than eighteen (18) calendar days prior written notice of intended resignation. The nurse must be available to work all scheduled days during the notice period. Nurses who fail to give such notice are not eligible to receive any accrued but unused PTO.

Section 5.4. Notice of Termination by the Hospital. The Hospital shall give non-probationary nurses 14 calendar days' prior written notice of the termination of their employment. When terminating a non-probationary nurse, the Hospital will provide either the described notice or pay in lieu of notice for hours scheduled in the notice period. No such advance notice, or pay in lieu thereof, shall be required for nurses who are discharged for cause related to their work. Nurses who are discharged for cause will be paid accrued PTO as of the date of termination. A nurse on probationary status may be terminated in the sole judgment of the Hospital without recourse to the grievance procedure.

Section 5.5. Exit Interview. Upon request, a nurse shall be granted an interview with the Patient Care Manager of the unit and/or Human Resources upon termination of employment. Such interview shall not be treated as an "investigatory interview" for purposes of Association representation.

## **ARTICLE 6 – SENIORITY**

Section 6.1. Seniority Defined. Seniority shall be based on years of service for all Full Time and Part Time nurses. PRN nurses shall receive one (1) year of service credit for every three (3) years worked. Each year in July, the Hospital will provide a copy of the seniority list to the Association. A nurse will have twenty-one (21) calendar days from the date the list is transmitted to the Association to challenge the accuracy of this list.

Section 6.2. Loss of Seniority. Seniority shall be terminated if a nurse is laid off for more than 12 consecutive calendar months, quits, retires or is discharged. If a nurse retires and is rehired by the Hospital within a period of less than one (1) year from the date of termination, s/he will be returned from the time of reemployment to the same pay rate as prior to termination, to the same date of hire for purpose of PTO accrual, and to the seniority list with the same seniority date (adjusted for the length of time of retirement) as s/he had at the time of retirement. If a nurse quits and is rehired by the Hospital within a period of less than one (1) year from the date of termination, the nurse will be returned from the time of reemployment to the same pay rate as prior to termination and to the same date of hire for the purpose of PTO accrual.

Section 6.3. Promotions or Transfers Out of the Unit. Seniority will not be lost when a nurse is promoted to a supervisory or management position or transferred to a position not covered by this Agreement, provided that seniority shall not continue to accrue during the period of absence from the bargaining unit covered by this Agreement. An individual in a non-unit position may use seniority to bid on a vacant bargaining unit position. If the nurse later returns to a position covered by this Agreement, previous seniority shall be unfrozen and continue to accrue.

An employee who returns to an RN position from a management or exempt non-bargaining unit position will have the employee's salary determined in the following manner.

The Hospital will determine the nurse's wage rate prior to leaving the unit, and will apply any merit or contractual increases the nurse would have been entitled to in accordance with Appendix A had s/he remained in the bargaining unit.

Section 6.4. Posting of Vacancies. The Hospital will determine and post job openings which may include vacated or newly-created positions. Notice of temporary vacancies expected to last more than 30 calendar days will be communicated via email within the affected department.

The posting period for positions open to internal and external applicants will be a minimum of seven (7) calendar days prior to filling the position. External posting may occur concurrently with internal applicants being considered first. Vacant positions will be posted in the following manner:

1. Internal postings will be sent in a blast email to all nurses. The posting will ask for interested applicants in the specified position as well as any similar position in the same department that may open up because of job shifting. Similar positions may include a change in shift, but job requirements and FTE will be essentially the same. If there is a subsequent change in the job requirement or FTE, the position would then be subject to the internal posting and blast email process. The position will remain open for seven (7) calendar days.

2. Postings will include: department, original shift, FTE equivalent hours and position requirement summary.

3. All successful and non-successful applicants will be notified.

4. Once the successful nurse accepts a position, he/she will receive a summary of the job FTE and shift assignment. A copy will be placed in the nurse's file.

5. Once all shift changes and internal applicants have been considered, the remaining open position/vacancy may be filled by qualified external applicants.

All internal applicants possessing required qualifications will be interviewed. Qualified external applicants will also be considered. An internal nurse selected to fill a vacant



position shall be placed in that position after the sooner of: (i) six calendar weeks or (ii) a qualified replacement for his/her position has been obtained and, if necessary, oriented. In situations of positions which are hard to fill when the Hospital has been unable to obtain a qualified replacement, transfers to the vacant position may be delayed with mutual agreement between transferring nurse and Patient Care Manager for up to 12 weeks. Such agreements shall be in writing with a copy provided to the Association. Qualifications to perform the duties of the position shall be the primary consideration in the selection process. If two or more qualified nurses apply for a vacant position and are considered to be substantially equal in qualifications for the open position in the sole judgment of the Hospital, the most senior nurse shall have preference. There shall be no obligation to train an applicant to become qualified. An applicant may be deemed qualified for a like position (similar job requirements and qualifications which do not require additional training) even though the nurse has not previously been oriented to the posted position. Only qualified applicants will be considered. If there is no qualified applicant for a position which has been posted for internal applicants only, the Hospital may fill the vacant position from any source.

The posting process is available for the openings described above. Nurses are not permitted to bump an occupied position. It is also understood that if a nurse has held a position in such a manner that the history of work hours demonstrates the nurse has effectively occupied a position, it will be understood that the nurse has already been assigned to that position and no vacancy exists to be posted. Normally, a position will be deemed occupied if the RN has held it for at least 6 schedules other than where an RN is providing temporary relief for another nurse who holds the position.

In order to facilitate communications about career objectives, a nurse who desires to change shifts or move to another department within the Hospital is encouraged to make this desire known in writing to the Patient Care Manager of the prospective department who may from time to time communicate with the nurse about prospective openings or cross-training opportunities.

On request within ten calendar days of notification of the decision, an unsuccessful applicant may confer with the interviewing manager to receive feedback concerning

reasons for the selection and strategies for improving the nurse's prospects in the near future.

Section 6.5. Low Census Rotation. When low service volume requires adjustment in nurse staffing, such adjustment shall be by rotation under the following guidelines. Low census and on call will be assigned in the following descending order of priority:

a. Agency/Traveling nurses who have not yet met their contractual exposure to low census.

b. Nurses who have earned overtime in the pay period, unless an exception based on skill mix requirements is approved by the Patient Care Manager.

c. Volunteers who have requested low census. Where there exists more volunteers than need, the low census will be assigned first to the volunteering nurse whose turn it is in the rotation. Where volunteers have similar standing in the rotation, requested low census shall be awarded in the order of the nurses' requests.

d. PRN nurses.

e. Part-time and full-time nurses not on overtime working an extra shift on that day, above their assigned FTE.

f. Full-time and part-time registered nurses.

Low census and on call events shall be rotated by tracking on a fiscal year basis each nurse's lost scheduled hours due to previous low census and/or on call time, according to the work records maintained via the Hospital payroll system. Cancelled hours on Extra Shifts will not count as low-census experienced for rotation purposes. At the beginning of the first full pay period in each fiscal year, the accumulated low census and on call time shall be erased and the tracking will begin again. The record-keeping system (Intranet Low-Census Workbook) is available on-line to all bargaining unit nurses. Staffing decisions will be made in real time with information in the Intranet Low-Census Workbook. The nurse will take the low census and will resolve any concerns without access to the grievance procedure over low-census rotation. The Low Census

Workbook will be available on the intranet and will be open only to RNs and UCs for the unit represented.

All low census hours, excluding extra shift low census, will be tracked, with reports printed out daily for managers and house supervisors to use when low census is needed. It is the nurse's responsibility to verify the accuracy of their own low census information in the Low Census Workbook.

For the purpose of including a newly hired nurse in the tracking rotation, the new nurse shall upon completion of orientation be given a number equal to the average for the fiscal year to the end of the preceding payroll period of all the nurses in the new nurse's primary unit's tracking rotation. The Nurse Manager will notify the new RN of the number of low census hours he/she is receiving as credit. The new RN will have 14 days to challenge the credited low census hours.

It is understood that the average number assigned to a nurse emerging from orientation is solely an indicator for the rotation of low census; the number assigned has no significance regarding any other issue such as compensation or seniority.

In administering low census, the Hospital will maintain a skill level mix appropriate to the remaining patient requirements.

The rotation records shall be maintained by management or designee on a payroll period basis and be posted for nurses with the monthly schedule. The posting shall include each nurse's tally of low census hours through the most recent payroll period for which the Hospital has data available on site regarding low census when the scheduled is posted.

Section 6.6. Prolonged Low Census Periods. If in the event a group of nurses believes that a prolonged period of low census or reduced hours no longer can be effectively managed by the low census rotation system or other utilized means, such nurses may request an opportunity to meet with Nursing Administration and ONA representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event

management determines that the most appropriate option available is a permanent reduction in hours, then the seniority provision outlined in the layoff provision will apply in meeting the needed reduction.

Section 6.7. Nurses in Orientation. Nurses in orientation will be exempt from low census. Nurses shall be given an appropriate orientation period as determined by the appropriate Nurse Manager after consultation with the orienting nurse and the assigned preceptor. A nurse in orientation, or the orientating nurse's assigned preceptor, who believes the orienting nurse has been moved too soon to a full patient load may submit to the appropriate Nurse Manager a written statement of orienting nurse's perceived deficiencies for consideration and response by the Nurse Manager within seven (7) calendar days. Should the precepting nurse be dissatisfied with the nurse manager's response, the preceptor may submit in writing a statement for the cause of review to the Vice President of Patient Care Services for consideration.

Section 6.8. Preceptors/Clinical Teaching Assistants (CTAs). Preceptors and CTAs will be exempt from low census when they are actively engaged in precepting a nurse in orientation or in CTA activities. While part-time status will not disqualify a nurse who has met the requirements for performing as a preceptor or CTA, availability of the preceptor or CTA during the orientee's or student's schedule is a significant factor for management in making preceptor and CTA assignments. "CTA" status will be recognized under this provision where the RN has been qualified and scheduled for that role with management approval.

Section 6.9. Floating and Cross-Training. At the nursing manager's discretion, before a nurse is placed on low census in a particular nursing unit, s/he will be given an opportunity to cross train to other nursing units where it is cost effective, an opportunity exists, and there is an identified staffing need.

RNs may request specific cross training opportunities. Nurses will be assigned to float or cross train at management's discretion, according to the skills and orientation of individual RNs and the needs of various Hospital nursing units.

Section 6.10. Low Census Hours and Benefits. All low census hours (whether or not on call hours) will count for purposes of PTO accrual.

Section 6.11. Layoff and Recall. If a reduction in force is deemed necessary because of prolonged low level of service utilization, Team Leaders shall work with department managers to evaluate and determine which positions or workweek hours shall be eliminated. The Hospital retains the prerogative to consider the nurse's acute care nursing experience, skill mix, current and/or active discipline and ability to perform the remaining available work with adequate orientation. Where these factors are substantially equal, seniority shall be the determining factor in deciding which nurses will be affected by the elimination of positions or reduction of hours.

Nurses affected by an hour's reduction or position elimination may apply for open positions, reduce to available PRN positions, be transferred, retrained, laid off, or separated from employment, depending on conditions. Nurses choosing to apply for an open position shall have first consideration over other applicants seeking the new position for reasons other than a position elimination or hours reduction. If a nurse's original position is reinstated, the displaced nurse has first preference in reclaiming the position if it is posted within six months from the date of layoff. Nurses who are laid off will be given at least eighteen (18) calendar days notice of layoff or will receive pay in lieu of notice for all schedule days in that eighteen (18) day period.

Nurses who remain on the recall list may apply for any open position that becomes available. Nurses shall be recalled in the reverse order of layoff, so long as they meet the qualifications established for the available positions.

Section 6.12. Response to Layoff or Recall. It is recognized that in exercising seniority in situations of layoff or recall, a nurse must be willing to work the available shift and hours. For example, if a shift available under the post-layoff staffing strategy established by the Hospital is a full-time position and the senior nurse on the recall list has been part-time, the senior nurse may elect to accept the available full-time shift and hours offered by the Hospital or pass the opportunity to the next senior nurse. A nurse electing to pass on an available position may bid on the next available opening for one

opportunity. A nurse declining his/her second recall opportunity will be deemed to have resigned.

Section 6.13. Forfeiture of Recall. A nurse shall forfeit further recall rights by failing to respond to the Hospital regarding intent to return to work within five (5) calendar days after the date recall notice is sent by certified mail to the nurse's last address on record with the Hospital.

Section 6.14. Hire Date Restored. Laid off nurses will have their original date of hire reinstated if recalled within twelve (12) months of layoff.

Section 6.15. Filling Vacancies Temporarily. A temporary vacancy shall be defined as any vacancy of less than 30 days. There shall be no obligation to post temporary vacancies. Temporary vacancies may be filled in the sole judgment of the Hospital without regard to application for transfer or seniority.

Section 6.16. Hospital Assignment of RNs. While the Hospital will attempt to schedule nurses consistent with preferences they have expressed through the job bidding and training registry systems, the Hospital retains the right to reassign nurses where necessary in the judgment of the Hospital to balance experience, or training on a particular shift or where the Hospital determines such action to be temporarily necessary to the maintenance of a proper level of patient care. Nurses will not be assigned to float or fill a position requiring cross-training without appropriate orientation and training under the hospital's policy entitled Staffing: Orientation to Other Units (Float/Core). Staff nurses working extra time or extra overtime shifts will not be required to float to other units outside their areas, nor will they be used by their primary assigned unit to allow others to float. Except in unforeseen circumstances, a staff nurse working a regularly assigned shift will not be required to work outside the nurse's scheduled unit where the purpose of the reassignment is to allow a nurse in another unit to float. Staff may float on a voluntary basis.

Section 6.17. General Principles.

a. Efficiency. The parties confirm that nothing in this agreement requires the Hospital to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or lower premium rates.

b. Assignments. The Hospital will attempt to distribute equitably training, work and overtime assignments consistent with the provisions in this agreement which establish priorities normally to be followed in the assignment or allocation of work, including overtime. It is possible, however, through necessity, miscommunication or error that assignments will be made which may not strictly conform to these established priorities. Employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. In no case will the Hospital be required to pay an employee for a missed training, work or overtime opportunity.

Section 6.18. Insurance Benefits. The Hospital will pay its share of the insurance premiums for a laid-off nurse for the remainder of the premium period (which is currently the end of the pay period) in which the layoff occurred. Laid-off nurses may continue the Hospital's insurance under applicable Hospital policies while on layoff.

**ARTICLE 7 – HEALTH AND WELFARE**

Section 7.1. Medical, Dental and Vision Insurance. The Hospital shall maintain the insurance plans currently in place, including any future changes which are uniformly adopted for plan beneficiaries; provided, that changes in such plans or the current premium cost sharing may be made as two conditions are satisfied:

a. The Hospital provides sixty (60) calendar days advance written notice of the proposed change to the ONA and gives meaningful consideration to any input received from the ONA within thirty (30) calendar days of the written notice regarding the proposed changes, and

b. Such changes shall be Hospital-wide for all employees of the Hospital, not limited solely to the ONA bargaining unit.

Section 7.2. Other Benefits. The Hospital will maintain the employee benefits identified in Appendix B attached, for the life of this Agreement, provided that changes may be made as described in Section 1 above.

Section 7.3. Environment of Care Committee. The Environment of Care (EOC) Committee shall have as members at least one nurse designated by the Association.

Section 7.4. Exposure to Communicable Disease. Time lost from work because of quarantine resulting from exposure to a communicable disease at work will be compensated to an eligible nurse to the extent described below at the nurse's regular rate of pay, if the quarantine is not covered by workers' compensation and if the nurse is disqualified from nursing duties by the Hospital after following the process described below.

In order to be eligible for compensation, a nurse must

- a. Maintain current immunizations for diseases to which the nurse may be exposed at the Hospital.
  
- b. Report a potential exposure to the Hospital's Infection Control Nurse, or designee, within four hours of the nurse's awareness of the exposure and comply with related requests for additional evaluation of the exposure as directed by the Infection Control Nurse or someone with equivalent authority for the Hospital.
  
- c. As a result of such evaluation, be placed under quarantine.

A nurse placed under such quarantine will be reimbursed up to seven days of regular pay to the extent the nurse is not able to work previously scheduled shifts because of the quarantine, if the nurse complies with any treatment regimen recommended by the Hospital's Infection Control personnel.

This reimbursement is not available to the extent the Hospital has provided the nurse other available and suitable work during the period of the quarantine. In any case, the Hospital shall provide a nurse who loses scheduled shifts priority to subsequent make-



up work opportunities during the two scheduling periods after the quarantine has been lifted.

Section 7.5. Short-Term and Long Term Disability. The Hospital will continue to pay the full cost of coverage under the group long-term disability program for eligible full-time nurses. The Hospital will continue to pay the full cost of coverage under the group short-term disability and long-term disability programs for eligible full-time and eligible part-time Nurses, subject to the provisions of Section 1 above.

### **ARTICLE 8 – PAID TIME OFF (PTO)**

Section 8.1. Accrual. Paid time off from work is accrued for all regular part time and full-time nurses regularly scheduled to work 48 hours or more per pay period (32 hours effective January 1, 2016), under a benefit plan entitled "PTO." PTO shall accrue from date of hire, at the applicable rate set forth below:

<b>Completed Years of Service</b>	<b>Accrual Amounts per Year</b>	<b>Amount Accrued per Eligible Hour Worked</b>	<b>Maximum Accrual per Pay Period (up to 80 hours worked)</b>
0 through 5	24 days or 192 hours	.092	7.38 hours
6 through 10	29 days or 232 hours	.112	8.92 hours
11 through 20	33 days or 264 hours	.127	10.15 hours
21 plus years	36 days or 288 hours	.138	11.08 hours

A "credited hour" for PTO accrual includes:

Regular hours worked; overtime hours worked; compensated time in regular and overtime hours spent in educational sessions required by the Hospital; regular and overtime hours spent in compensated time in orientation; compensated time in the early return to work portion of the Hospital's workers' compensation program; regular and overtime hours worked on call-back; compensated holiday hours; regularly scheduled hours which the nurse does not work because of low census; hours of PTO, including "donated" PTO and PTO converted to cash under the 'buy-back' policy prior to the nurse's termination or to cover low census hours; compensated hours spent in bereavement leave; and compensated hours spent in jury or witness duty.

A nurse accrues paid time off on a maximum of 80 hours per pay period. Accrual is figured on credited hours only, excluding standby hours. Nurses may accrue up to a maximum of 432 hours paid time off. Accruals beyond 432 hours are lost.

Section 8.2. Scheduling. All requests for time off work must be written on a Time-Off Request form, dated and signed. Requests for time off will be submitted as provided in Section 14 of Article 4.

Section 8.3. Payment. Accrued PTO may be utilized on the first of the month after 30 days of employment. Pay for PTO shall commence on the first day of absence. PTO benefits shall not accrue during unpaid leaves of absence or during layoffs. Nurses who are in compliance with the notice provisions of Article 5, Section 4, will be paid any and all accrued but unused PTO benefits upon termination of employment.

Section 8.4. Usage. Accrued PTO hours are used for days off work due to vacation, illness of nurse or immediate family, holidays, bereavement leave beyond the benefit under Article 9, Section 6, or for absence covered by FMLA. For an absence covered by Short-Term Disability or Long-Term Disability Benefits, upon specific request, the amount of available PTO applied will be prorated on an hourly basis to bring the combination of disability benefits and PTO to the regularly scheduled hours (based on FTE) the nurse otherwise would have received, to the extent of available PTO. For example, a nurse who misses an eight-hour shift for reasons covered by STD, will use four hours of available PTO for the shift; and a nurse who misses an eight-hour shift for reasons covered by LTD will use 3.2 hours of available PTO for the shift. A nurse may choose to utilize banked PTO for regularly scheduled hours which the nurse does not work because of low census. PTO will be paid at the nurse's straight-time rate of pay.

Section 8.5. Days Without Pay. Nurses have the option of taking a day off without pay instead of using PTO only under the following conditions:

a. During periods of low workload when the nurse is requested not to come to work or to go home early.

b. When a department is closed or staff is reduced on a holiday.

c. Limited periods of time off requested and approved by the Patient Care Manager in advance.

Section 8.6. Abuse. Disciplinary action shall be taken for abuse of PTO. The Hospital may at its discretion require a physician's certificate if there is cause to believe that an employee is abusing PTO.

Section 8.7. PTO Administration. Other policies on PTO, such as cash outs and donations to other employees, shall continue as per present hospital policy, subject to change under the process described in Section 1 of Article 7.

## **ARTICLE 9 – LEAVES OF ABSENCE**

Section 9.1. Requests. Except as provided in Section 3 hereof, a medical or personal leave of absence without pay may be granted in the sole judgment of the Hospital if the employee has:

- a. Completed the equivalent of three months of full-time employment (432 hours).
- b. Submitted a written request, stating the reason for the leave and the length of leave requested, within the time period stated below.
- c. Demonstrated good cause for the requested leave.

Section 9.2. Personal Leave Procedure. Personal leave and any extension thereof shall be granted in the sole discretion of the Hospital. A written request for personal leave shall be submitted at least thirty (30) calendar days in advance of the desired leave or, in the case of emergencies, as early as possible. A personal leave of absence shall not be in excess of 30 days, but may be extended for successive periods of up to 30 days each in accordance with the provisions of Section 1 above, with the written extension request being submitted at least two weeks in advance or, in case of emergency, as early as possible. The total period of such leave and any extensions shall not exceed 12 months. Prior notice of fourteen (14) calendar days may be required from each nurse returning from an authorized personal leave of absence.

Section 9.3. Unpaid Family Leave. Unpaid family leave shall be in accordance with applicable state and federal laws, including the Oregon State Family Medical Leave Laws and the Family and Medical Leave Act of 1993. Eligibility for such leave is defined in the Hospital's personnel policies. Leave time authorized by either the federal and/or the state law will run concurrently (as well as concurrently with any other leaves of absences described in this contract). Generally, such family leave may be used for any of the following purposes:

- Serious health condition of the employee or of a family member;
- An employee's disability due to pregnancy or period of absence for prenatal care;
- Birth, adoption, or foster placement of a child under 18; or
- Illness or injury of a child necessitating home care, other than a serious health condition, for a minor child or an adult child substantially limited by a physical or mental impairment.

Employees interested in taking a family leave of absence must complete the request for family leave form and return it to the Human Resources office at least 30 days prior to the anticipated beginning of the leave, if such advance notice is possible. If the reason for the leave is unforeseeable, you must give oral notice within 24 hours of when your leave starts and provide your supervisor with the written notice within three days of your return to work. For leave for an employee's own serious health condition or that of a family member, the employee must provide a completed medical certification form to the Human Resources office at the time the leave is requested where the employee gives at least 30 days' notice or, if it is not possible to provide 30 days' notice, no later than 15 days after the employee knows of the need for the leave. A medical certificate of ability to return to work may be required if the employee has been incapacitated during the leave.

Unless otherwise provided by law, the maximum duration of time for a family medical leave is 12 weeks in any 12-month period. This is a "rolling" 12-month period. A family medical leave of absence is unpaid except that employees are required to use any available PTO at the beginning of a family or medical leave until paid time off is exhausted, and then revert to unpaid leave of absence.

Employees taking a family medical leave shall continue to receive health insurance benefits as set forth in Article 7 for up to the 12 weeks of family medical leave. During such leave of absence the nurse must continue to pay the employee portion of the health insurance premiums as they were paid prior to the leave of absence. (If the nurse does not return to work following the leave of absence for reasons other than the serious health condition of a family member or the employee, or some other reason beyond the employee's control, the nurse may be liable for the hospital paid portion of the health insurance premiums during the leave.) Unless otherwise required by law, no PTO will accrue during the otherwise unpaid portion of the family medical leave.

A nurse returning from a family medical leave will be reinstated to the same or equivalent position with equivalent pay, benefits and other employment terms as provided for in Section 11 of Article 9. A nurse's right to return to work may also be affected by any transfer, layoff or termination action which would have occurred for business reasons unrelated to the family medical leave of absence.

Additional information concerning family medical leaves of absence is contained in the Hospital's personnel policies.

Section 9.4. Educational Leave. A nurse who has completed one-year of employment may request a leave of absence to enable the nurse to pursue full-time education relating to the nurse's current position at the Hospital. The leave may be granted for a period not to exceed one school year. It is understood that the approval of such request is discretionary with Hospital management which shall base its decision on anticipated operational requirements and staffing considerations as well as on the nurse's employment history with the Hospital. Requests for such leave must be submitted in writing at least 30 calendar days in advance of the proposed effective date.

Section 9.5. Military Leave. Leave of absence for service in the Armed Service of the United States shall be granted in accordance with state and federal law. Leaves of absence, granted for annual military training duty of not more than two weeks shall be without pay unless charged against PTO at the request of the nurse. Nurses shall provide Human Resources a copy of orders for annual training or active duty within five days after the orders are received by the nurse.

Section 9.6. Bereavement Leave. In the event of death of a member of an employee's family, paid time off shall be allowed for the employee according to the guidelines below.

a. Definition: For purposes of this policy, a member of an employee's immediate family shall mean the current spouse, parent, child, sibling, grandparent, grandchild. These shall include the natural, in-law, step relatives, or adoptive equivalent of the previous list.

b. Eligibility: Employees who have completed 90 days continuous employment at the Hospital and are regularly scheduled to work 32 hours or more per pay period are eligible for paid time off for bereavement leave if they follow the procedure described below.

c. Paid time: The employee shall be allowed up to a maximum of three consecutive working days off with pay to make arrangements for and attend the funeral of an immediate family member without loss of regular straight-time pay for scheduled work hours, for the above listed family members.

1. Time paid for bereavement leave will not be counted as hours worked for the purpose of computing overtime.

2. Shift differential shall not apply to hours paid for bereavement leave.

3. Compensated bereavement time is for time off and may not be converted to pay in lieu of time off.

d. Procedure: To receive the benefits of this policy the employees must complete a Time Off Request in writing for "Bereavement Leave," indicating the name and relationship of the immediate family member in the column labeled "Time Off To Be Used As," and attaching it to his/her time card for the pay period in which the leave occurred.

Hours claimed for bereavement leave shall be recorded on the time card under the appropriate code.

e. Bereavement leave taken under this provision shall run concurrently with any bereavement leave to which a nurse may be entitled under the Oregon Family Leave Act.

Section 9.7. Jury and Witness Duty. A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service. An eligible nurse required to report for jury duty will be paid the difference between his/her regular rate of pay for the scheduled work days s/he missed and the jury duty pay received (less mileage), to cover a daily maximum of eight hours jury service for a maximum of 20 days of service during the contract term.

In order to be eligible for jury pay, a nurse must:

a. Notify his/her supervisor of the jury summons by providing a copy of the document within three (3) calendar days of its receipt, unless alternative arrangements are made;

b. Furnish a signed statement from a responsible officer of the court as proof of jury duty service and jury duty pay received; and

c. Present the government check for jury service to the Payroll Department, suitably endorsed by the nurse for payment to Saint Alphonsus Medical Center - Ontario.

Regularly scheduled night shift nurses who are called for jury duty may elect to receive the scheduled shift off either before or after the jury duty day. To be eligible for jury pay as provided above, a nurse relieved of jury service with more than two hours remaining on a shift which the nurse is otherwise scheduled to work will report to work. A nurse released from jury service with more than two hours remaining in the shift who is not needed will have the option of being released from further assignment for the balance of the shift, in which case his/her pay will stop at the time of his/her release from jury service.

A nurse who is required to testify at the request of the Hospital in a legal proceeding will be compensated at the nurse's regular hourly rate of pay for all time spent in official trial and pretrial discovery proceedings, less any witness pay received from other sources.

Section 9.8. Use of PTO. A leave of absence is unpaid; however, nurses are required to use any available PTO at the beginning of the leave until accrued paid time off is exhausted (except for leaves under Section 5), at which time the leave will revert from paid to unpaid leave of absence.

Section 9.9. Insurance Benefits. A nurse on an authorized leave of absence which is paid by the application of accrued PTO will continue to receive the insurance benefits s/he received as an active employee until the end of the pay period in which the PTO being used for the leave of absence is exhausted.

A nurse desiring to continue insurance coverage for the period of any approved leave beyond the term of accrued PTO may pay the full cost of such coverage for the employee and dependents as would be determined under COBRA; except for instances of family medical leave under Section 3 or military leave under Section 5 above, where employee options are defined by federal and state law.

Section 9.10. Accrued Rights. A nurse shall not forfeit any rights during any authorized leave of absence, but likewise, s/he shall not accrue any additional rights during such leave. s/he shall not, for example, be eligible for holiday pay for holidays that occur during the leave.

Section 9.11. Reinstatement. In the case of return from family leave as provided in Section 3 or military leave under Section 5, a nurse shall be reinstated in accordance with state and federal law.

For authorized leaves of absence of up to 30 calendar days, a returning nurse shall be reinstated in the same area, hours and shift in which s/he was employed before commencement of leave if the position is available. For authorized leaves of absence of up to 60 calendar days, the nurse may request that the Hospital make a reasonable attempt at the outset to fill the nurse's position on a temporary basis so that the nurse may return to it after expiration of the leave. The availability of a temporary replacement may be considered by the Hospital in considering whether to grant the requested leave of absence or any extension of the leave. If it becomes necessary during the leave to fill the position permanently, the Hospital will attempt to give reasonable notice to the



nurse before filling his/her position with a permanent replacement in order to give the nurse the opportunity to return to his/her position.

For authorized leaves of absence in excess of 60 calendar days, if the nurse's original position is not available, the returning nurse will be offered the first comparable available position for which the nurse is qualified occurring during the six months following the end of his/her leave. If the nurse declines or fails to respond to such offer, the hospital will not be contractually obligated to recognize further reinstatement rights.

A nurse who returns from a leave of absence to a different position than s/he left, will have first option to fill the first opening that occurs in the position s/he left for the six-month period following his/her return to a different position.

A nurse who has not had an opportunity to return to work in his/her original position or a comparable position under either of the prior two paragraphs may extend these opportunities for up to six additional months by sending written notice of that desire to Human Resources which is received before expiration of the first six-month period. It is understood that these extension opportunities are not available to a nurse who has declined an opportunity to return to his/her original position or a comparable position.

A nurse who, without good cause, fails to report for work on his/her next scheduled work day following termination of a leave of absence including family leave will be considered to have voluntarily resigned his/her position.

## **ARTICLE 10 – PROFESSIONAL NURSING CARE COUNCIL (PNCC)**

Section 10.1. Definition. The Professional Nursing Care Council (PNCC) is a committee which empowers and mentors staff nurses to make recommendations regarding the standards, safety and quality of nursing care, procedures, ethical conduct and professional practice of nurses.

Section 10.2. Policy. The PNCC shall operate as described in Hospital policy. The policy can be revised by the Hospital in collaboration with the PNCC following notice to and the comment opportunity described below, provided (1) that the PNCC (with a copy to the ONA Labor Relations Representative) has received at least thirty (30) days prior

written notice of the proposed change and an opportunity to meet to discuss the proposed revision during the comment period, and (2) that no change will be made in the policy without full consideration of the input received from the PNCC requesting such proposed change, including a written explanation from the Vice President of Patient Care Services of any variation from the recommendation of the PNCC requesting the policy change.

Section 10.3. Exclusion. The PNCC shall refrain from discussing any matters which are the subjects of a pending grievance.

Section 10.4. Structure. The core voting members of the PNCC shall be staff nurses who are nominated and voted on by the unit/department where they currently practice. In addition, the ONA bargaining unit shall designate from the bargaining unit one of the members-at-large who shall be a voting member. Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the PNCC, including any meeting of a subcommittee of the PNCC approved in advance by the Vice President of Patient Care Services.

Section 10.5. Recommendations. Any recommendations of the PNCC requiring administrative review and approval will be responded to within the time frame of the next meeting or fourteen (14) calendar days if another meeting is not scheduled. This response will be reflected in the minutes or in writing to the committee.

## **ARTICLE 11 – PROFESSIONAL DEVELOPMENT**

### Section 11.1. Performance Evaluations.

a. The Hospital shall provide a performance evaluation to an RN at the end of the probationary period and at least annually thereafter. The Hospital will implement an evaluation tool that will contain the following general elements: Guiding Behaviors, Technical Job Competencies, and Individual Goals. Individual Goals will be developed at the unit level with input from the unit council or similar departmental process. The ONA and nurses will receive at least thirty calendar days prior written notice of the proposed evaluation and, if requested, management will consider any comments submitted or delivered by the ONA within twenty-one (21) calendar days of delivering such written notice before finalizing the substance of the evaluation.

b. Peer Input. The Patient Care Manager will seek peer input in preparing each RN's evaluation. During the evaluation process, the Manager may provide the RN a summary of peer comments regarding his/her performance, which may become part of the evaluation documents. A copy of the summary of peer comments will be provided to the RN. Peers participating in the peer review process will complete their evaluations within the time lines arranged by the Patient Care Manager, which shall be established in advance with reasonable regard for the additional work required.

c. Performance Evaluation Appeals. A nurse may request changes in his/her performance evaluation by filing a written appeal with the nurse's Patient Care Manager which states the specific points of disagreement. Thereafter, the ONA Labor Relations Representative assigned to the bargaining unit and the nurse's Patient Care Manager shall confer. If the ONA Labor Relations Representative and the Patient Care Manager are unable to agree on appropriate disposition of the appeal, the appeal may be submitted by specific additional written request to the Vice President of Patient Care Services. The outcome of the appeal process will be final and binding and not subject to the grievance or arbitration procedure of the contract. An appeal will be dismissed as untimely if submitted later than 21 calendar days after receipt by the nurse of the performance evaluation.

Section 11.2. Inservices. To the extent reasonably possible and with the pre-approval of their manager, RNs will be granted time while on duty to attend appropriate in-service training programs and seminars offered by the Hospital when related to their job. RNs will be paid their regular rate of pay (including overtime, if applicable) to attend required or mandatory in-service training programs if not on duty at the time of the training program. RN participation in such in-service training with pay shall be pre-approved in writing by the RN's Patient Care Manager. Where nursing leadership determines that new or modified equipment requires additional in-service training for appropriate nursing practice, appropriate training will be prepared. Notices announcing such required training will be posted, and RNs will be expected to have completed such training prior to using the new or modified equipment. RNs need prior authorization for any paid education or inservice that results in overtime. This includes any self scheduled classes or on-line work. If this authorization is not obtained, the hours will not be eligible for premium pay unless otherwise required by law.

Section 11.3. Educational Opportunity. Upon prior approval of the Hospital, for expenses incurred to attend training programs and seminars relating to nursing which will benefit the nurse in his/her employment at the Hospital, RNs will be reimbursed: the lesser of air travel or mileage expenses; course fees; reasonable hotel expenses; and the lesser of actual or the maximum recognized IRS meal allowance. A nurse attending with prior approval a mandatory training session or training related to mandatory certification or recertification (such as ACLS or PALS) which has not been reasonably available to the nurse on site at the Hospital within six months prior to the new certification requirement or expiration of the current certification (and for which the nurse has on request been released from duty) will be reimbursed his/her actual rate of pay for educational time spent in the program, cost of the program and mileage. If required to stay overnight, with prior approval, the cost of hotel and meals shall be provided.

The possibility of pay for time spent in nonmandatory outside conferences will be considered on a departmental basis, within the departmental processes anticipated by the Hospital's policy regarding Education of Staff. The question of whether the nurse will be paid for time spent in a nonmandatory conference will be resolved during the departmental approval process.

In furtherance of this objective the Hospital will set aside at least \$10,000 annually in an education fund for RN non-mandatory education expenses. In addition, financial support for 200 hours of paid time will be reserved in this fund annually. These funds shall both be managed by the PNCC, within the processes provided by applicable Hospital policies. A nurse may apply to this fund resource for financial support to attend a conference providing non-mandatory education pertinent to their practice as a RN at the Hospital. The PNCC subcommittee will respond to the applications to this fund and, where approved, will designate the amount of support in paid time and expenses which the candidate will have available in response to the application. The allocation of the funding will then be approved by the Vice President of Patient Care Services. Access to this fund normally may not be requested in combination with a request for department funds or other funds from within the Hospital, but exceptions to this norm will be considered on a case-by-case basis where a combination of available funds will make possible significant training that would otherwise be unlikely to occur.

Upon return from approved educational leave, the nurse shall upon request make a written or oral presentation to appropriate nursing staff.

Section 11.4. Tuition Reimbursement. The Hospital will reimburse eligible RNs the tuition for pre-approved educational programs according to Hospital policy. which currently provides reimbursement to nurses for tuition costs for up to two (2) classes per quarter (up to a maximum of \$2000 per calendar year for full-time nurses and \$1000 per calendar year for part-time RNs) for approved courses which are intended to improve the nurse's knowledge to perform his/her present job or enable his/her to gain knowledge that would enhance his/her eligibility for another position available at the Hospital. A nurse is eligible upon hire for tuition reimbursement under this Agreement. Application shall be made for pre-approval to the Vice President of Patient Care Services. Failure to successfully complete the course (defined as at least a "C" or "Pass" grade) shall result in no tuition reimbursement and repayment of any advanced payment received by the nurse. In order to be eligible for tuition reimbursement, an RN must remain an employee of the Hospital at the satisfactory completion of the course for twelve (12) months from the date the course ends. It is understood that continuation of the tuition reimbursement policy is subject to the financial condition of the hospital as evaluated by management.

## **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

Section 12.1. Just Cause. No nurse shall be disciplined or discharged without just cause. A non-probationary nurse who feels s/he has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a verbal or written warning), and review of performance expectations or evaluations shall not constitute discipline. Verbal warnings shall be summarized in writing and presented to the nurse at the time of the warning.

Section 12.2. Due Process. In the event the Hospital believes that a nurse may be subject to discipline and determines that an investigatory interview will take place, the following procedural due process shall be followed:

a. The nurse will be notified verbally in advance of the general topic(s) of the interview that may subject his/her to discipline.

b. The nurse will be given an opportunity to explain the nurse's position regarding the matter(s) under investigation during the interview.

c. If the nurse desires, the nurse will be entitled to be accompanied by an available fellow nurse or an available representative of the Association at the informal investigatory meeting. It is the responsibility of the nurse to arrange the appearance of the nurse's representative at the investigatory meeting. The nurse will have one representative at the meeting, unless special arrangements have been approved.

d. If the Hospital believes it has reason to counsel or otherwise discipline a nurse, reasonable and appropriate effort will be made to accomplish this in a manner that will not embarrass the nurse in front of other employees or the public.

It is understood that this due process standard is focused on investigatory interviews, not other investigatory procedures or preliminary conversations that may subsequently result in an investigatory interview subject to this section. If a nurse has a reasonable belief that discipline may result for that nurse from what s/he says in a preliminary conversation, s/he may request union representation.

### **ARTICLE 13 – GRIEVANCE PROCEDURE**

Section 13.1. Purpose of Grievance Procedure. The grievance procedure as set forth herein shall serve as a means for the peaceful and equitable settlement of all disputes arising between the parties concerning the interpretation or application of this Agreement. A grievance shall be defined as a claim by a non-probationary nurse or nurses that a specific provision of this Agreement has been violated by the Hospital. A probationary nurse may grieve a pay claim but not other matters. A grievance shall be considered at the lowest level possible.

While more than one nurse may initiate and pursue a grievance under this contract, the grievance procedure is not available for class action grievances.

Section 13.2. Informal Resolution. Nothing contained herein shall be construed to prevent an individual nurse from presenting a grievance or having the grievance adjusted informally, provided the adjustment is not inconsistent with the terms of this Agreement

and the Association is notified of the adjustment in writing within seven calendar days of the adjustment.

Section 13.3. Modification to Grievance Procedure. The time periods in the grievance process may be shortened or extended only by mutual written agreement.

Section 13.4. Appeal Limitations. Any grievance not appealed in writing and presented to the next higher level within 14 calendar days after a decision has been rendered shall be considered settled on the basis of the last decision. The grievance can be withdrawn in writing within the 14-day period, in which case the original circumstances are restored and that grievance is closed.

Section 13.5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw further consideration of a grievance at any level.

Section 13.6. Definitions. The following definitions shall apply to all grievances filed or considered under this Agreement:

a. "GRIEVANCE" means a complaint by a nurse, or group of nurses, based upon or caused by an alleged violation or misinterpretation of a specific provision of this Agreement.

b. "DAYS" means calendar days.

c. "Written" means on paper rather than in an electronic form.

d. "Presented to" means hand delivered to the recipient directly unless the person submitting the grievance has faxed the grievance and subsequently confirmed by telephone the receipt of the grievance by the intended recipient. If a grievance is submitted over the weekend to satisfy time frames required under contract procedures, the grievance may be given to the House Supervisor in the absence of the Patient Care Manager, Vice President of Patient Care Services or Human Resources.

Section 13.7. Levels of Grievance Procedure. The following levels of grievance are available to the parties:

a. Level One. A nurse shall discuss the grievance with his/her nurse manager in an effort to resolve the matter informally. The grievance shall be presented initially in writing specifying the section or sections of the Agreement which have allegedly been violated within 21 calendar days of the time the nurse knew or reasonably should have known of the occurrence of the matter. The grievance shall be handed to the manager for consideration. Managers covering for an absent manager will not accept grievances. In the manager's absence, Human Resources or the Vice President of Patient Care Services may date and time the grievance for the matter to be addressed with a newly stated time frame as determined by the Vice President. Grievances regarding appropriate pay are understood to arise on the pay day for the event in question. A grievance concerning appropriate contribution by the Hospital under the retirement plan or TSA program, if not described on a regular pay stub, is understood to arise the earlier of: (1) 14 days after the postmark date, or (2) receipt of the plan statement for the period in question. The Nurse Manager shall respond in writing within 14 calendar days.

b. Level Two. If the nurse remains dissatisfied with the Hospital's response at Level One, the grievance may be presented in writing within 14 calendar days of receipt of the Level One response (or date such response was due), to the Vice President of Patient Care Services who will issue his/her response within the later of 14 calendar days of receipt by the Hospital of the appeal or any investigatory meeting scheduled at this Level Two. The Level Two process shall include an investigatory meeting between the grievant (and his/her representative, if requested) and the Vice President of Patient Care Services.

c. Level Three. If the nurse remains dissatisfied with the Hospital's response at Level Two, the nurse may file, within fourteen (14) calendar days of the Hospital's response at Level Two or date such response was due, a written copy of the grievance with a request for a meeting with the CEO of the Hospital. A meeting shall take place within 14 calendar days from the date the appeal is received by the CEO. The CEO shall have 14 calendar days from the date of the meeting to submit an answer in writing to the aggrieved party.

d. Arbitration. If the nurse remains dissatisfied with the Hospital's response at Level Three, the ONA may file within fourteen (14) calendar days of the Hospital



response a written request for arbitration. Upon timely referral to arbitration, the parties shall jointly request that the FMCS provide a panel consisting of nine Oregon-based arbitrators. The parties shall select an arbitrator from the panel by striking alternatively a name until only one name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator and shall be so notified. A hearing shall be scheduled before the arbitrator at the mutual convenience of the parties and the arbitrator. At the time of notice to the arbitrator of his selection an inquiry will be made as to his expected timeline for hearing the matter and rendering a decision. If the timeline is unacceptable to either party, the parties shall select a different arbitrator by either moving to the second choice or requesting a new panel. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Oregon. A decision of the arbitrator within the scope of this Agreement shall be final and binding on all parties. The losing party shall be responsible for paying the fees and expenses of the arbitrator. Incidental costs such as the place for arbitration and transcript of testimony shall be divided equally. Each party shall be responsible for its own expenses including the time of any witnesses and attorneys fees, if any. The arbitrator shall have no authority to add to or delete a provision of this Agreement, and shall confine the decision to the terms of this Agreement. All provisions of the Agreement shall be considered to have been negotiated in good faith by the parties and may not be ignored by the arbitrator. Failure to comply with the time limits specified in this Article 13, shall, unless waived in writing, be considered to be jurisdictional by the arbitrator. Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein, provided that the arbitrator shall have authority to remedy a continuing violation prospectively only.

Section 13.8. Grievance Representatives. Nurses may be selected by the Association to act as Association representatives in the grievance process. A list of the trained nurses selected as grievance representatives and the names of other Association representatives who are trained to represent Registered Nurses shall be identified in writing to the Hospital by the Association. However, a nurse instead may, at his/her own discretion, choose any nurse to attend a grievance meeting as his/her

representative. Time spent by Association representatives on Association business is understood not to be time worked for or compensated by the Hospital. It is the responsibility of the grievant desiring representation to arrange the appearance of her representative.

## **ARTICLE 14 – NO STRIKE, NO LOCKOUT**

Section 14.1. No Strike. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, informational or other picketing, or slowdown, or any other restrictions of work, at any location of the Hospital during the term of this contract. RNs, while acting in the course of their employment, shall not honor any picket line established at the Hospital by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees, selectively or as a group, engaged in a violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Hospital. The Hospital will notify the Association in writing if nurses engage in such activity.

Section 14.2. Lockout. There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason shall not be construed to be a lockout for purposes of this Agreement.

## **ARTICLE 15 – ASSOCIATION BUSINESS**

Section 15.1. Association Access to Hospital. Without interrupting normal Hospital work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times on at least 24 hours prior notice, or less by mutual agreement, to the Hospital Vice President of Patient Care Services (or appointed assistant) to enter the facilities operated by the Hospital for the purposes of transacting Association business and observing conditions under which nurses are employed. It is understood that Association business will be conducted outside patient care areas, except where the ONA representative needs to observe activity in a patient care area.

Section 15.2. Bulletin Boards. The Hospital will provide a bulletin board in nonpublic areas in each nursing unit of the Hospital for the posting of meeting notices and other

work-related information which is official ONA business to members of the bargaining unit. Such notices shall be signed by an official of the Association, and a copy shall be sent to the Hospital Administrator at the time of posting. All posted material should be dated and removed after being posted for a reasonable period of time. Subject to change after not less than 14 days prior written notice from the Hospital, the Hospital will continue its current practice of providing access to nurses' individual mailboxes for distribution of ONA materials by ONA representatives on non-work time.

Section 15.3. Meeting Rooms. Upon reasonable request, and subject to availability, the Hospital will make a meeting room available for the purpose of Association meetings concerning contract administration. The Hospital shall have sole discretion and authority for the scheduling and availability of meeting rooms.

Section 15.4. Labor-Management Committee. A Labor Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal number of bargaining unit representatives and management representatives, not to exceed a total of six (up to three each). The ONA Labor Relations Representative may be included as a bargaining unit representative.

The Committee shall meet quarterly (unless cancelled by mutual agreement) for the purposes of discussing labor/management issues. The unit participants shall submit any items for the agenda of such meetings at least three business days prior to the scheduled meeting. The Committee shall consider matters of mutual concern which are not proper subjects for the grievance procedure.

Minutes of the meetings shall be prepared and approved by the Vice President of Patient Care Services, or designee, and the unit leadership participating in the meeting.

Each participating Committee member shall be compensated up to two paid hours per month at his/her regular straight-time rate for the purpose of attending these Committee meetings.

Section 15.5. New Hire Orientation. The Hospital will provide new hires into the bargaining unit with an information packet and a copy of the ONA Agreement during the

orientation process as assembled and provided by the ONA. On request by the ONA, the information packet distributed during the orientation of new bargaining unit members will include an invitation to attend a meeting sponsored by the ONA during time that follows the end of the hospital's nurse orientation. The meeting will be announced as nonmandatory and neither the orienting nurse nor the ONA presenters will be on time paid by the Hospital. The Hospital will provide the ONA membership chairperson or designee with a list of the dates of orientation. The dates for orientation shall be provided at least one month in advance, whenever practicable. The Hospital shall notify the membership chairperson as soon as possible if the orientation is to be cancelled.

Section 15.6. Association Negotiating Team. Where the Hospital has received appropriate advance notice, the Hospital shall reasonably attempt to assist members of the ONA Negotiating Team to be relieved of patient care duties to attend contract negotiation meetings. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by nurses is understood not to be time worked for or compensated by the Hospital.

#### **ARTICLE 16 – APPENDICES**

Appendices A, B and C are intended to be part of this Agreement and by this reference are made a part hereof.

#### **ARTICLE 17 – SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **ARTICLE 18 – AMENDMENTS**

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing, without in any way affecting any of the other provisions of this Agreement.

## ARTICLE 19 – MANAGEMENT RIGHTS

Section 19.1. The Hospital retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Hospital or any part of it. The Hospital retains all power and authority not specifically abridged, delegated, or modified by a specific provision of this contract and that such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

- a. Direct employees.
- b. Hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees for just cause.
- c. Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Hospital, patient census, or any other business reason.
- d. Maintain the efficiency of Hospital operations.
- e. Determine the methods, means and personnel by which operations are to be conducted.
- f. Take appropriate action as necessary to carry out the mission of the Hospital.
- g. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
- h. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.
- i. To determine issues related to long-range planning, the application of Hospital capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.

- j The right to contract or subcontract any or all Hospital function or functions.

Section 19.2. Nothing in the Agreement will be construed to limit the right of the Hospital to establish rules and procedures which are not in conflict with a specific provision of this Agreement.

Section 19.3. All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Hospital to exercise said power, function, authority or right at a future date, or to preclude the Hospital from exercising same, so long as it does not conflict with any express provision of this Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration.

## **ARTICLE 20 – SUCCESSORSHIP**

The hospital agrees to give the ONA written notice if it has reached a final decision (at least 30 days prior to the effective date of such decision) regarding the sale or complete transfer of hospital assets to a successor or transferee. It is understood, however, that the hospital undertakes no obligation beyond the duty to notify the ONA as described and, upon request, to meet to bargain about the effects of such a decision. It is further understood that this notice provision is inapplicable to any encumbrance or partial disposal of hospital assets. The hospital is not bound by this agreement to require a successor employer to continue the terms of this agreement, nor is a successor hereby committed to such terms.

## **ARTICLE 21 – DURATION AND TERMINATION**

Section 21.1. This Agreement will be effective upon ratification unless otherwise stated and will remain in full force and effect through June 30, 2017, and from year to year thereafter unless modified, amended or terminated in accordance with the following provisions.

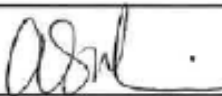

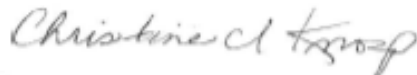

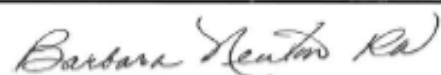


Section 21.2. Should either party wish to modify or amend any provision of this Agreement or to terminate said Agreement, as of June 30, 2017, or any subsequent June

30 anniversary date, notice of desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than 120 days nor less than 90 days prior to June 30, 2017, or any subsequent June 30 anniversary date.

Section 21.3. In the event notice to modify or amend has been given, as provided above, and assuming the Association gives proper notice pursuant to the Labor Management Relations Act, 1947, as amended, Section 8(d), and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.

Section 21.4. Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement for the term of this Agreement, except as negotiations leading to a successor Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement.

Section 21.5. Past Practice. Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Hospital.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15
	
	
	
	
	
SAINT ALPHONSUS MEDICAL CENTER NEGOTIATING TEAM	
Date: 12-10-14	



## APPENDIX A – PAY POLICIES

All pay changes in this Agreement are effective the first pay period following the indicated dates.

### A. COMPENSATION

Section 1. Hourly Rates. The following pay provisions shall become effective and remain in effect for the term of this Agreement:

a. Rates.

	<u>Min</u>	<u>Mid</u>	<u>Max</u>
<b>Current</b>	22.93	30.55	38.17
<b>Effective the first pay period after ratification*</b>	<u>Min (+1.0%)</u>	<u>Mid. (+1.0%)</u>	<u>Max. (+1.0%)</u>
	<u>23.16</u>	<u>30.86</u>	<u>38.55</u>
<b>Effective July 1, 2016*</b>	<u>Min (+1.0%)</u>	<u>Mid. (+1.0%)</u>	<u>Max. (+1.0%)</u>
	<u>23.39</u>	<u>31.17</u>	<u>38.94</u>

\*Increases shall be effective the first pay period following the effective dates for registered nurses who remain in the bargaining unit on the effective date.

### Section 2. Eligibility For Wage Adjustments Based Upon Results of Performance Evaluation.

A nurse will be eligible for the pay adjustments described below effective the beginning of the first pay period following October 1 each calendar year based on the RN's completed performance reviews for the evaluation period from July through June.

a. Criteria for Adjustment Based upon Performance Evaluation Results.

In order to be eligible for advancement in the pay range, a nurse shall:

1. Work or receive "credited hours" as defined in Section 1 of Article 8 totaling at least 384 hours since the nurse's prior pay adjustment.
  
2. Receive a performance score of at least 1.91 points in his/her performance evaluation for the completed year; and

3. Meet the competency and mandatory education requirements for the position in conjunction with the assigned due date.

A nurse who is ineligible for a pay adjustment because s/he has not met the hours standard set forth in subparagraph (1) above or the competency and education requirements set forth in subparagraph (3) above, with the exception of mandatory Healthstream education, will become eligible for the pay adjustment effective the first of the pay period following the date when s/he has accrued the requisite hours or competencies since his/her prior pay adjustment. A nurse who has not met the mandatory Healthstream education requirements in conjunction with the assigned due date will not be eligible for an adjustment until the next evaluation date.

b. Request for Reevaluation.

A nurse who receives a performance score of at least 1.1 points but less than 1.91 points may request to be reevaluated any time after the passage of three calendar months. If the reevaluation performance score is at least 1.91 points, the nurse will become eligible for the pay adjustment effective the pay period following the date of the reevaluation. The request for reevaluation shall include a written demonstration of attainment by the nurse of the performance standard(s). As part of such a reevaluation, the Patient Care Manager will seek reevaluations from the same peers (if available) who participated in the nurse's prior evaluation.

c. Performance Evaluation Pay Adjustment.

Eligible nurses will receive a pay adjustment, up to the maximum in the pay range, according to the following performance increase schedule.

<b>Rating</b>	<b>0 – 1.90</b>	<b>1.91 – 2.80</b>	<b>2.81 – 3.50</b>	<b>3.51 – 4.0</b>
	<b>Does not Meet Expectations</b>	<b>Partially Meets Expectations</b>	<b>Meets Expectations</b>	<b>Exceeds Expectations</b>
% increase for all others	0%	1.0%	2.25%	3.0%
Top of the scale *	0%	1.0%	2.25%	3.0%

\*Eligible nurses whose pay adjustment following the performance review would result in compensation in excess of the pay range will receive the amount of the excess in a lump sum to be paid at the time the increase is processed and will be paid according to these guidelines:

1. All amounts will be subject to required statutory withholding.

2. Nurses whose pay adjustment following the performance review would result in compensation in excess of the top of the range will have their hourly rate moved to the maximum of the range and the balance, if appropriate, will be paid as a lump sum.

3. Nurses at the top of the range prior to the performance review eligible for a lump sum payment as indicated by the performance review schedule will be paid the lump sum amount indicated in above table.

4. Lump sum calculations are based on the paid hours from the 12 months prior to the adjustment date. These include regular, overtime, call back, education, PTO and low census hours to a maximum of 2080 hours per year.

d. Performance Evaluation Appeals. A nurse may request changes in her performance evaluation by filing a written appeal with the nurse's Patient Care Manager which states the specific points of disagreement. Thereafter, the ONA Labor Relations Representative assigned to the bargaining unit and the nurse's Patient Care Manager shall confer. If the ONA Labor Relations Representative and the Patient Care Manager are unable to agree on appropriate disposition of the appeal, the appeal may be submitted by specific additional written request to the Vice President of Patient Care Services. The outcome of the appeal process will be final and binding and not subject to the grievance or arbitration procedure of the contract. An appeal will be dismissed as untimely if submitted later than 21 calendar days after receipt by the nurse of the performance evaluation.

Section 3. Related Service Credit. Newly hired personnel may be given credit for verifiable related experience as an RN at a percentage above the range minimum based upon the following:

Less than 1 year	0%	6+ Years	12%
1 + year	2%	7+ years	14%
2+ years	4%	8+ years	16%
3+ years	6%	9+ years	18%
4+ years	8%	10+ Years	Midpoint
5+ years	10%	11-15 years	Midpoint + 2.5%
		16-20 years	Midpoint + 5%

Section 4. Market Transitions. Effective the first pay period following ratification of settlement of the 2014 contract negotiations, the wage range will be adjusted as described in Section 1(a) above. In addition, all RNs will receive an increase of 0.5% in their actual base time rate of pay effective the first pay period after July 1, 2014, an increase of 1% in their actual base time rate of pay effective the first pay period after July 1, 2015, and an increase of 2% in their actual base time rate of pay effective the first pay period after July 1, 2016.

All RNs will also be eligible for adjustments effective the first pay period after October 1 each calendar year under the terms of Section 2 above (Eligibility for Wage Adjustments Based Upon Results of Performance Evaluation).

Section 5. Contract Minimums. The Association recognizes this agreement to be the contract standards of employment. The Hospital shall have the right either to reward an individual nurse's performance over and above the prescribed conditions called for in this agreement or to restore the nurse's compensation to contract standards; provided, such a reduction will be preceded by at least 14 days' prior written notice during which time the nurse involved may request an opportunity to discuss with the nurse's Patient Care Manager the reasons for the pending adjustment.

## **B. PREMIUM PAY AND DIFFERENTIALS**

Section 1. Charge Premium. The charge premium will be paid to a nurse who under the direction of a patient care manager or house supervisor is responsible for coordination of unit staff and activities related to patient care and patient care assignments. The selection of the charge nurse shall be the sole discretion of the

Patient Care Manager. It is understood that any identified relief charge nurse shall be entitled to the applicable charge differential in the absence of the patient manager and charge nurse. Charge nurses will be designated in writing by the Hospital to have charge responsibilities. The charge nurse will be paid a differential of 5% of the nurse's straight time rate of pay per hour for each hour worked in such charge assignments.

Section 2. Preceptor and Clinical Teaching Assistant Premium. A nurse designated to function as a Clinical Teaching Assistant (CTA) or Preceptor for a newly hired employee or an employee transferring to a different unit requiring orientation will receive a differential of \$1.00 per hour effective the first pay period after ratification for the duration of shifts spent orienting a new nurse which shall normally be the probation period of the new employee.

Section 3. Float Pool Premium. To help meet the needs of the organization for staffing, the Hospital will continue to post positions for a float pool under the RN job description. Positions may be posted as Full Time, Part Time, and PRN based on identified staffing needs. Float positions will be filled under the posting procedures of Article 6, Section 4 by nurses with appropriate training, competency and ability to work in multiple units (as per Float Pool Guidelines # PCS 217) to allow needed staffing flexibility to accommodate patient census fluctuations. The hospital determines the number of Float Pool RN positions, when to post positions and the FTE equivalent hours sufficient to meet changing needs of hospital.

RN's holding Float Pool positions will be eligible for a \$3.00 per hour differential on base rate of pay for all hours worked. Float Pool RNs will participate in Low Census/On-call assignment rotations a separate Float Pool Unit working under the direct supervision of the shift supervisor. A Float Pool RN may not bump other nurses from their regularly scheduled shift unless a regularly scheduled RN volunteers for Low Census / On-call assignment under the provisions regarding Low Census rotation in Article 5, Section 6. These positions will not be available to the staff for replacement of requested days off or vacation coverage unless agreed upon by the manager overseeing the assignment of the float pool staff and the requesting RN's manager.

Section 4. Shift Differentials. Nurses eligible for shift differential shall receive shift premiums as follows for hours worked:

Evenings: from \$1.50 to \$1.75 per hour

Nights: from \$3.00 to \$3.25 per hour

Shift differential will not be paid for PTO, jury duty, holidays or other time paid but not worked.

Eligibility for shift differentials will be determined based on when the original shift commences. Nurses working beyond their normally scheduled shift will be paid in accordance with the overtime policy.

Shift differentials will be paid as follows, recognizing that the "regular shift" does not include overtime hours assigned during the shift:

a. 8 Hour Shifts

Day Shift - when the majority of the regular shift is worked between 7:00 a.m. and 3:00 p.m., no shift differential will be paid for that shift.

Evening Shift - when the majority of the regular shift is worked between 3:00 p.m. and 11:00 p.m., the evening shift differential will be paid for all hours worked that shift.

Night Shift - when the majority of the regular shift is worked between 11:00 p.m. and 7:00 a.m., the night shift differential will be paid for all hours worked that shift.

b. 12 Hour Shifts

Day Shift - when the majority of the regular shift is worked between 7:00 a.m. and 7:30 p.m., no shift differential will be paid for that shift.

For 12 hour shifts commencing between 9:00 a.m. and 12:00 p.m. (noon), the evening shift differential will be paid for all hours worked after 3:00 p.m. until 11:00 p.m.

Evening Shift - for 12 hour shifts commencing between 3:00 p.m. and before 5:00 p.m., the evening shift differential will be paid for all hours worked that shift.

Night Shift - when the majority of the shift is worked between 7:00 p.m. and 7:30 a.m., the night shift differential will be paid for all hours worked that shift.

Section 5. Weekend Differential. Weekend shifts commence at 12.01 a.m. Saturday and end at 11:59 p.m. Sunday. When more than half the shift has been worked on a scheduled Saturday or Sunday weekend shift, all hours worked will be paid a differential of \$1.25 per hour worked.

The Weekend Differential will not be paid for PTO, jury duty, holidays, or other time paid but not worked. The weekend differential shall not be counted in computing the regular rate of pay applicable to overtime hours, but it will be paid for time worked on weekends in addition to other premium rates that may apply.

Section 6. Standby On-Call/Call-Back. When a nurse is scheduled to be available to return to work during off duty hours, the nurse shall receive compensation of \$4.00 per hour for scheduled standby hours and effective on ratification \$5.50 per hour for scheduled holiday standby hours.

A nurse who is called to work from scheduled standby will be paid depending on the nature of the standby, as outlined in Section 7 (Low Census Call), Section 8 (Mandatory Scheduled Call) and Section 9 (Nonmandatory Requested Call) of Article 4 (Hours of Work).

Section 7. PRN Staff Differential. A PRN nurse shall receive a differential of 15% above the nurse's regular rate of pay on all hours worked. This pay differential will be paid in lieu of eligibility for benefits.

Section 8. Extra Shifts Pay. Extra Shifts pay shall be \$9.50 per hour for RNs and \$6.00 per hour for PRNs.

As described in Section 13 of Article 4 (Posting and Changing Schedules), the scheduling cycle covers four weeks. Work schedules are prepared based on an attempt to match an RN's FTE status with anticipated staffing needs. Part-time and full-time nurses are generally penciled into the schedule according to their commitment of general availability reflected by their FTE status. Nurses who have committed more than 72 and up to 80 hours for each 14-day pay period in the scheduling cycle are regarded as full-time, and nurses who have committed 32 to up to 71 hours are regarded as part-time. In addition, PRN nurses are generally expected to work 48 hours each quarter without specific advance commitment, while recognizing that PRNs are eligible for Extra Shift Pay after working 60 hours in a calendar quarter.

To address possible shortfalls in available nurse hours, the Hospital commits to the following Extra Shift Pay Program.

The Extra Shift Pay Program is designed to encourage nurses to reach beyond their regular staffing commitment to work beyond, or in excess of, their normal hours during periods when there is a shortage of previously committed nurse hours. Any extra shift assignment accepted, including partial shifts, may be treated as an extra shift for qualifying purposes under this section.

If a nurse is placed on low census in the same week they had signed up for an extra shift, they will receive the extra shift pay even though they haven't met their regularly scheduled hours. On the draft schedule the nurse may sign up for extra shifts, and the manager will concur which shifts are extra beyond the nurse's regularly scheduled hours. The nurse will commit for extra shifts on the final schedule with the manager's agreement, and this commitment will be annotated on the final schedule.



The Extra Shift Pay Program does not apply to shift trades arranged between nurses.

a. Short-Notice Shifts. It is recognized that an unexpected absence of a scheduled nurse or sudden and unanticipated change in patient census may result in extra shift needs on short notice. Where a nurse commits to work beyond the nurse's normal FTE to fill such shifts on less than 24 hours' notice, the extra shift premiums specified in paragraph 1 above shall apply.

It is recognized that the Hospital will schedule such extra shifts based on management's assessment of patient acuity, available nursing skills, and cost of services. While the Hospital will attempt in good faith to balance these competing interests, its final scheduling decisions are not subject to the grievance and arbitration procedure of the contract. If these factors are relatively equal, priority shall be given to volunteers who regularly are scheduled in the unit (including cross-trained nurses working in more than one unit) over volunteers regularly scheduled in a different unit

It is understood the premium applies regardless of whether the hours worked under the Program constitute a full regular "shift," so long as the nurse works the hours assigned under the Program.

Section 9. Certification Differentials. Nurses who have obtained one or more national certifications applicable to nursing care at the Saint Alphonsus Medical Center – Ontario, recognized by the Hospital as listed in Hospital policy who remain eligible as described below will be paid a differential of \$1.00 per hour in recognition of their additional training. RNs who complete following ratification a nationally recognized certification identified in hospital policy may submit for approval a request to be reimbursed by the Hospital for course and testing costs incurred to achieve the certification up to an annual maximum of \$400 per RN. In addition, RNs who have achieved a nationally recognized certification will be reimbursed by the Hospital for course and testing costs up to a maximum of \$400 in any year following ratification in which the nurse renews the nationally recognized certification. Such requests will be approved by the Hospital if the course and test would qualify the RN for the national certification differential as described herein.

A bargaining unit nurse will maintain eligibility for the certification differential if the nurse places on file with the hospital a copy of the currently recognized and unexpired

certification described herein. In order to be recognized for the certification differential, the certification must apply to an area of the hospital where the nurse works a significant number of hours. A nurse will be understood to have worked a significant number of hours in an area if at least one-half of the nurse's scheduled hours for the prior four (4) scheduling periods are for assignments in that area. A nurse who fails to work a qualifying number of hours but nonetheless considers the nurse's time available to the certified area to be significant to the RN's assignments at the Hospital (floating or otherwise) may petition for an award of eligibility, to be determined in the Hospital's discretion.

As nursing practices and available training evolve, on the recommendation of the PNCC, the Hospital may revise the list of certifications recognized for the certification differential. The certifications currently recognized include:

**Academy of Medical-Surgical Nurses (AMSN)**

- Certified Medical-Surgical Nurse (CMSRN)

**American Nurse Credentialing Center:**

- Gerontological Nurse
- Home Health Nurse
- Maternal-Child Nurse
- Medical-Surgical Nurse

**American Association of Critical Care Nurses:**

- CCRN - Adult, Neonatal and Pediatric Acute/Critical Care Nursing Certification
- PCCN - Progressive Care Nursing Certification

**American Society of Perianesthesia Nurses:**

- CPAN® (Certified Post Anesthesia Nurse)
- CAPA® (Certified Ambulatory Perianesthesia Nurse)

**Association of PeriOperative Registered Nurses:**

- CNOR

**Infusion Nurse Certification Corporation:**

- Certified Registered Nurse Infusion (CRNI®)

**International Board of Lactation Consultant Examiners:**

- International Board Certified Lactation Consultant (IBCLC)

**National Certification Corp (NCC)**

- Maternal/Newborn Nursing
- Inpatient Obstetrical Nursing

**[Reflects changes implemented during the expiring contract]**

**Wound, Ostomy and Continence Nurse Society:**

- Certified Wound Care Nurse (CWCN)
- Certified Wound Ostomy Continence Nurse (CWOCN)

**Emergency Nurse Association:**

- Certified Emergency Nurse (CEN)
- Sexual Assault Nurse Examiner (SANE).

Section 10. Mileage Allowance. Nurses who are required to use their own automobiles during the course of their employment will be reimbursed mileage at the applicable IRS rate.

Section 11. BSN Differential. Nurses with a BSN degree will receive a differential of seventy-five cents (\$0.75) per hour.

## APPENDIX B - EMPLOYEE BENEFIT OVERVIEW

### Benefit Overview

This Benefit Summary is subject to change and is provided for overview purposes only. For more information, please contact the Human Resource Department at 541-881-7081.

#### Employment Status Definitions (hours per pay period)

See Article 3.

Benefit	Who is Eligible	Who Pays
<b>Medical</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• Health Savings PPO with a Health Savings Account</li> <li>• Traditional PPO</li> <li>• Essential PPO</li> </ul>	<b>Saint Alphonsus Medical Center – Ontario and Employee</b>
<b>Dental</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• High Plan - Delta Dental PPO</li> <li>• Standard Plan - Delta Dental PPO</li> </ul>	<b>Saint Alphonsus Medical Center – Ontario and Employee</b>
<b>Vision</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• High Plan – United Healthcare</li> <li>• Standard Plan – United Healthcare</li> </ul>	<b>Employee</b>
<b>Basic Life / AD&amp;D</b>	<b>Full time and Part time employees</b> 1x Annual Salary	<b>Saint Alphonsus Medical Center - Ontario</b>

<b>Benefit</b>	<b>Who is Eligible</b>	<b>Who Pays</b>
<b>Supplemental Life</b> (Subject to Guarantee Issue limits)	<b>Full time and Part time employees</b> <b>1x - 8x Annual Salary</b> (Max 9x Annual Salary With Basic Life)	<b>Employee</b>
<b>Spouse Life</b>	<b>Full time and Part time employees</b> 5 options: \$10,000; \$20,000; \$50,000; \$80,000; \$100,000	<b>Employee</b>
<b>Child Life</b>	<b>Full time and Part time employees</b> 3 options: \$5,000; \$10,000; \$20,000	<b>Employee</b>
<b>Personal Time Off (PTO)</b>	<b>Full time employees</b> See Article 8, Section 1	<b>Saint Alphonsus Medical Center - Ontario</b>
	<b>Part time employees</b> Accrual based on hours worked	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>Short Term Disability (STD)</b>	<b>Full and Part time employees</b> 60% of basic weekly earnings	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>Long Term Disability (LTD)</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• 60% of Annual Salary</li> <li>• 66 2/3% of Annual Salary</li> </ul>	<b>Saint Alphonsus Medical Center - Ontario pays 60% level</b> <b>Employees can buy-up to 66 2/3%</b>
<b>Group Legal</b>	<b>Full time and Part time employees</b> Hyatt Legal Plan	<b>Employee</b>

Benefit	Who is Eligible	Who Pays
<b>Pension Plan</b>	<b>All employees</b> A Defined Compensation Pension Plan 403(b) with three components: Core Employer Contribution of 3% eligible wages; Employer Based Matching Contributions (if employee makes contributions) and Employee contributions. Three year vesting.	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>FSA - Health Care</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• Annual Min \$130</li> <li>• Annual Max \$2500</li> </ul>	<b>Employee makes contributions</b> only employees who elect Traditional or Essential PPO are eligible
<b>FSA - Dependent Care</b>	<b>Full time and Part time employees</b> <ul style="list-style-type: none"> <li>• Annual Min \$130</li> <li>• Annual Max \$5000</li> </ul>	<b>Employee makes contributions</b>
<b>Adoption Assistance</b>	<b>Full time and Part time employees</b> \$4,000 of approved expenses with additional 50% if adopting a special needs child	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>Employee Assistance Program (EAP) through CareBridge</b>	<b>All employees and immediate family</b> Confidential counseling. Up to 6 free visits per issue (call 24/7 or in-person)	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>Credit Union</b>	<b>All employees</b>	<b>Employee</b>

<b>Benefit</b>	<b>Who is Eligible</b>	<b>Who Pays</b>
<b>Tuition Reimbursement</b>	<b>Full time and Part time employees</b>	<b>Saint Alphonsus Medical Center - Ontario</b>
<b>Health Education Classes</b>	<b>All employees</b>	<b>Employee</b>
<b>Child Birth Classes</b>	<b>All employees</b>	<b>Saint Alphonsus Medical Center - Ontario and Employee</b>
<b>My Voluntary Options</b>	<b>Full time and Part time employees</b> Voluntary insurance plans: Home, Pet, Auto, Life, Cancer, Critical Illness, AD&D and identity theft protection	<b>Employee</b>



## APPENDIX C - CLINICAL ADVANCEMENT PROGRAM

The Oregon Nurses Association (ONA) and Saint Alphonsus Medical Center, Ontario (SAO) hereby adopt the currently agreed-upon Clinical Advancement Program (CAP) and the following terms with said Program:

1. Nurses covered by the parties' Collective Bargaining Agreement are eligible to participate in the CAP in accordance with the Program's terms as described in the current Manual.

2. A nurse who has been approved for and is participating in the CAP in accordance with the Program's terms will receive an increase in the nurse's hourly rate of pay equal to the applicable amount set forth below for the nurse's Clinical Advancement level:

Level I	\$.33
Level II	\$.66
Level III	\$1.00

3. An achieved CAP level is recognized for two (2) years following approval. In addition, a nurse who has the qualifications may advance directly to Level III, provided the committee and the Vice President of Patient Care approve the nurse's portfolio and documentation.

4. The parties agree to maintain the CAP committee as a sub-committee of the Professional Nurse Care Committee (PNCC) and will hold meetings on a quarterly basis. CAP committee meetings may be cancelled if there are no agenda items to consider.

5. Changes to the CAP will be by agreement of the ONA and SAO.

This Appendix is incorporated by reference into the current Collective Bargaining Agreement.



**LETTER OF AGREEMENT**  
**Saint Alphonsus Medical Center – Ontario**  
**Historic CCU Differentials**

The named individual nurses shall continue to receive the listed differentials as described below in the manner and amount in which these differentials have been paid during the pay period immediately preceding ratification of the current Collective Bargaining Agreement.

Terms for continuation of CCU differential:

1. The payment of the differential is a transition unique to these individual nurses and shall end for each if the nurse is reassigned to other than a CCU position. Each individual nurse must maintain an agreed upon status in CCU. These individual nurses will be paid their differential for hours worked in CCU only.



2. The individual nurses must meet all competency and performance standards pertinent to CCU.

3. If the individual nurses have a regularly assigned status with CCU and are not in PRN status, the individual nurses will be paid the CCU differential on hours when they float out of the CCU at the request of management. If these individual nurses agree to work another unit for extra shift pay, they will not receive this differential. PRN nurses will not be paid the following differentials for hours worked outside of CCU.

This pay differential is applicable to the following nurses at the additional rate added to the straight time rate of pay:

Deena Bay	\$1.75
Vicky Stevens	\$2.25

RENEWED this 19th day of November, 2014.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15


## LETTER OF AGREEMENT

### Health Care Reform

Health Care Reform. If deemed by management to be necessary under the terms of federal legislation contemporaneously in effect, it is recognized that the Hospital is permitted to make changes to the Hospital's benefit program under the procedures set forth in Section 1 of Article 7 in order to comply with legal requirements or to exercise the options available under the Patient Protection and Affordable Care Act (Health Care reform law) passed on March 23, 2010. The Hospital will provide the Union advance written notice of such changes under the process described above.

Federal Excise Tax. The value of health care benefits (which includes the collective value of medical, pharmacy, health care flexible spending account contributions, employee assistance plans, and discounted services provided through on-site clinics) negotiated in this Agreement shall not exceed the value set by federal law which triggers the assessment of the 40 percent excise tax on high value plans scheduled to become effective under the Reform Act in 2018. If the Hospital anticipates the value of health care benefits will exceed the trigger value anytime after January 1, 2018, it may initiate a change in benefits under the process above so the 40 percent excise tax is not assessed in 2018 or anytime thereafter. If the excise tax is repealed in its entirety from the Reform Act and is not replaced with a different tax, this paragraph is not enforceable during the term of this contract.

AGREED this 19th day of November, 2014.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15

## **MEMORANDUM OF AGREEMENT**

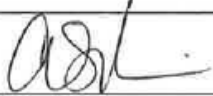

### **Saint Alphonse Medical Center – Ontario and Oregon Nurses Association Perioperative Services**

1. Perioperative Services in its entirety will be considered a closed unit including for purposes of floating. Nurses will be expected to cross-train and work in a minimum of one additional specialty based on unit needs, in addition to their home unit.
  - a. At no time shall any unit be staffed solely by a cross-trained RN if a primary care RN is scheduled and available. (eg...not placed on low census or on-call.)
  - b. To maintain competency, the cross-trained RN may be scheduled to work in his/her secondary specialty at least one shift per pay period.
  - c. The pre-admission RN position will not be counted as a specialty for purposes of cross-training, while the parties recognize that cross-training to this position is helpful to the overall flow and function of Perioperative Services.
  - d. All rules of staffing pertaining to a closed unit will be followed in Perioperative Services. This includes that the staff will cover their own unit for sick calls and absences. This will be done with mandatory call if needed.
  
2. Perioperative Services schedules may include eight (8), nine (9), ten (10) or twelve (12)-hour shifts to accommodate unit needs. A nurse may work a shift of less than eight (8) hours upon mutual written agreement between the manager and the nurse.

If the Hospital determines that it needs to change shift lengths within one or more specialty areas to meet patient care needs, it shall provide at least thirty (30) days' notice to the affected nurses and the ONA. If the parties are not able to agree on how to reallocate the shifts among the affected nurses, seniority will be the determining factor while taking into consideration the nurse's acute care nursing experience, skill mix and ability to perform the remaining available work with minimal orientation.

3. All nurses will be paid premium pay (time and one-half (1.5x) the nurses' applicable base rate plus any applicable shift differential) for any time worked beyond their scheduled shift if the time worked is for reasons other than meal-break coverage, education or meeting attendance.
4. A nurse whose primary assignment has been completed before the end of the scheduled shift may be subject to low census in accordance with Article 4 of the Collective Bargaining Agreement.
5. The pre-admission -RN position will not require call.
6. Any provisions not addressed in this Memorandum of Agreement will be handled in accordance with the parties' collective bargaining agreement unless additional changes are approved and adopted through the Perioperative Staffing Committee.
7. The Perioperative Staffing Committee shall meet at least quarterly to discuss and attempt to resolve any potential problems or issues. Any issues addressed by the Perioperative Staffing Committee will be addressed with the following mutually-agreed goals:
  - a. Patient care needs will be met safely and efficiently.
  - b. With the exception of on-call, there will be no daily scheduled overtime or mandatory overtime [NOTE: this requires scheduling flexibility to allow for 9 and 10 hour shifts to cover patient care needs.]
  - c. Physicians will feel their block scheduling needs are met and will not feel rushed to finish their cases.
  - d. Nurses will utilize the "call" crew as needed, and "add-on" cases will be scheduled in a separate OR suite.
  - e. If any SRDF (Unsafe Staffing forms) or grievances are filed related to issues addressed in this Memorandum of Agreement, those forms will be brought to the Committee .

This Memorandum of Agreement is hereby incorporated by reference into the collective bargaining agreement.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15

**LETTER OF AGREEMENT**  
**Regarding Sexual Assault**  
**Nurse Examiner (SANE) Trained Nurses**

The Hospital recognizes a goal of, but cannot guarantee, maintaining on staff at least five RNs with current SANE certifications. RNs seeking Hospital sponsorship for initially achieving SANE certification will be considered on a case-by-case basis, further recognizing that applicants will be screened for appropriateness.

The Hospital will pay for the initial training of an approved applicant seeking SANE certification outside the administration of tuition reimbursement under Article 11 (Professional Development).

The Hospital will pay one SANE certified RN for actual time spent up to two hours per meeting to attend up to two SANE community meetings per month. Additionally, the Hospital will pay all SANE nurses for in-house SANE meetings held quarterly.

If a SANE certified RN is required to participate in legal processes as an outgrowth of assigned Hospital job responsibilities, the Hospital will also pay SANE certified RNs for actual time spent in legal proceedings (court interviews with officials, depositions, other testimony).

Certified SANE RNs will be listed on a call tree. If a patient presents needing a SANE exam, the SANE RN may be notified if needed to report for duty within 60 minutes to perform the exam. It is also understood that where another SANE certified nurse is on premises as scheduled, the scheduled SANE nurse will perform the exam, while another RN relieves the SANE RN from her prior assignment.

It will be a condition of continuing eligibility for recognition of the SANE certification differential that a SANE-certified RN will perform SANE exams at an annual rate necessary to meet the requirement to maintain the SANE certification.

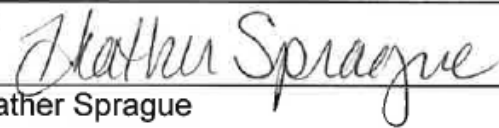
When a SANE RN reports from off duty to perform a SANE exam, the RN will receive a minimum of four (4) hours pay at the appropriate rate (including overtime where otherwise applicable under the terms of this agreement) to perform a SANE exam.

Where the SANE RN reports from off duty, intending to perform a SANE exam which is

cancelled before it commences, the SANE RN will receive a minimum of two (2) hours pay (at the appropriate contract rate, including overtime and other premiums where applicable).

A SANE RN compensated by the Hospital who also receives compensation from outside sources (governmental, regulatory or private) will sign such outside compensation over to the Hospital to the extent the nurse has been compensated previously by the Hospital for such compensated time.

AGREED to this 19th day of November, 2014.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15




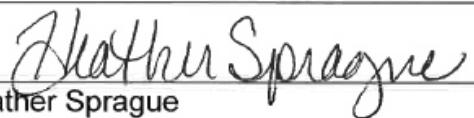
**SIDE LETTER OF AGREEMENT**  
**BETWEEN OREGON NURSES ASSOCIATION**  
**AND SAINT ALPHONSUS MEDICAL CENTER - ONTARIO**

RE: Nurses Who Will Maintain Full-Time Status at 64 Hours

The parties agree to keep the full-time status for the following RNs who are currently scheduled to work 64 hours in a 14-day period for the term of the current Labor Agreement until the nurse requests a change of status or accepts a different position:

Cynthia Gonzales  
 Joan Hagon  
 Linda Getten  
 Kay Dee Ballard  
 Leslie Mitchell  
 Sherry Devos

AGREED to this 19th day of November, 2014.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15

**Saint Alphonsus – Ontario and Oregon Nurses Association**


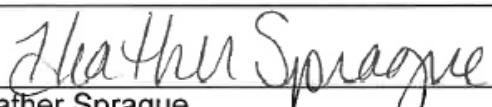
**LETTER OF AGREEMENT- Equity Adjustments**

During the 2014 collective bargaining negotiations, Saint Alphonsus – Ontario (SAO) and the Oregon Nurses Association agreed that nurses receiving a performance evaluation of “meets expectations” or above should receive the same pay credit for working at SAO that a new hire receives for experience at another hospital. Because the pay credit for “meets expectations” was 2% and the pay credit for prior experience was 2.5% up to 9 years, the parties agreed in the 2014 negotiations to adjust those credits to 2.25% and 2%, respectively. To make up for the impact of the prior agreement on current nurses, the parties agreed that nurses’ pay will be adjusted in accordance with the following table.

<b>RN Years of Service with SAO</b>	<b>Formula</b>	<b>Base Rate of Pay</b>
Less than 1	Minimum	\$22.93
1+ year	+2.5%	\$23.50
2+ years	+5%	\$24.08
3+ years	+7.5%	\$24.65
4+ years	+10%	\$25.22
5+ years	+12.5%	\$25.80
6+ years	+15%	\$26.37
7+ years	+16.5%	\$26.71
8+ years	+18%	\$27.06
9+ years	+19.5%	\$27.40
10+ years	Midpoint	\$30.55
11-15 years	Midpoint plus 2.5%	\$31.31
16-20 years	Midpoint plus 5%	\$32.08

Any regular full-time or regular part-time nurse whose pay rate upon ratification of the 2014 collective bargaining agreement is lower than the above rate based on his/her SAO years of service as an RN will have their pay adjusted to the above rate, effective the first pay period following ratification. Any market transition adjustment agreed to will be applied after the foregoing equity adjustment.

SAO and ONA have agreed on a list of nurses and adjustments to be made in accordance with this Letter of Agreement. Those nurses will be notified individually by the Hospital of their new wage rate by December 23, 2014. Any nurse who is not notified but believes s/he should be included based upon the criteria set forth in this Letter of Agreement should raise the issue, in writing to SAO Human Resources (Stephanie Thiel at [thielst@trinity-health.org](mailto:thielst@trinity-health.org)) by January 8, 2015. SAO Human Resources will work with the Vice President of Patient Care and an ONA Representative to resolve any issues raised by individual RNs.

OREGON NURSES ASSOCIATION	SAINT ALPHONSUS MEDICAL CENTER- ONTARIO
By: 	By: 
Ateusa Salemi	Heather Sprague
Title: Labor Relation Representative	Title: Regional Vice President/Chief Human Resources Officer
Date: 3/17/15	Date: 2/25/15













**CONTRACT RECEIPT FORM**

*(Please fill out neatly and completely.)*

Return to Oregon Nurses Association,  
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498  
or by Fax 503-293-0013.

Thank you.

Your Name: \_\_\_\_\_

*I certify that I have received a copy of the ONA Collective  
Bargaining Agreement with Saint Alphonsus Medical Center  
Ontario, November 19, 2014 – June 30, 2017.*

*Signature:* \_\_\_\_\_

*Today's Date:* \_\_\_\_\_

*Your Mailing Address* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Home Phone:* \_\_\_\_\_ *Work Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Unit:* \_\_\_\_\_

*Shift:* \_\_\_\_\_